

A G E N D A
HICKORY CITY COUNCIL
August 24, 2016



4:00 p.m.



AGENDA
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SPECIAL MEETING OF HICKORY CITY COUNCIL

**Julian G. Whitener Municipal Building
76 North Center Street
Hickory, NC 28601
Council Chambers**

August 24, 2016
4:00 p.m.

- I. Call to Order
- II. Acceptance of Grant for Downtown Revitalization Award for Downtown Lighting Project from the NC Department of Commerce in the amount of \$94,340 and associated Budget Amendment
- III. Acceptance of the Bid and Award of the Contract to AMEC, Foster, Wheeler in the amount of \$1,095,151.00 for the City Walk project including \$997,971.00 for design services, \$5000.00 for vacuum excavation for utility location, \$12,600.00 for ROW document preparation, \$29,580.00 for site inspections, and \$50,000.00 for expenses, fees and permits related to other agencies including but not limited to NCDOT, Norfolk Southern Railroad, the State of North Carolina, Duke Energy and Catawba County Building Services as necessary and associated Budget Amendment
- IV. Acceptance of the Bid and Award of the Contract to AMEC, Foster, Wheeler in the amount of \$_____ for the design 321 Gateways Project and associated Budget Amendment
- V. Review and Discussion of Proposed Settlement Agreement and Budget Amendment (re: Willie James Grimes vs. City of Hickory, et. al. File No. 5:14-CV-160)
- VI. Closed Session Per NC General Statutes 143-318.11(a)(4)(6) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)
 - a. Discussion of Economic Development Projects - NCGS §143-318.11(a)(4)
 - b. Discussion of Personnel Matter - NCGS §143-318.11(a)(6)
- VII. Adjournment

COUNCIL AGENDA MEMO

To: City Manager's Office
From: Andrea Surratt, Assistant City Manager
Contact Person: Andrea Surratt
Date: August 22, 2016
Re: Contract for Design Services for the City Walk Bond Project

REQUEST: Council review and consider approval of the of the Contract and an associated Budget Amendment to AMEC, Foster, Wheeler in the total lump sum amount of \$1,095,151.00 for the City Walk project including \$997,971.00 for design services, \$5000.00 for subsurface utility location, \$12,600.00 for ROW document preparation, \$29,580.00 for site visits/inspections during construction, and \$50,000.00 for expenses, fees and permits related to other agencies including but not limited to NCDOT, Norfolk Southern Railroad, the State of North Carolina, Duke Energy and Catawba County Building Services as necessary.

BACKGROUND: The City of Hickory put forth a \$40M bond referendum for voter consideration in November 2014 that included \$25 million in project funding for street, sidewalk and related pedestrian and transportation improvements as well as \$15 million for economic development. Of the forty million, five million is for the 1764 Business Park. The referendum passed, and the City has begun work to plan for the projects. Three key project areas are being developed by the City of Hickory as part of this bond program, including the City Walk, the Riverwalk, Streetscape and Gateway improvements along several major corridors.

ANALYSIS: The City of Hickory solicited requests for qualifications, received 10 solicitations, and conducted an interview process with the top six firms to recommend selection of AMEC Foster Wheeler for the City Walk Project based upon the staff analysis and feedback from the City Walk Subcommittee. AMEC has developed a program for design of the City Walk and has incorporated significant level of landscape design and environmental signage that will distinguish this project from other more generic urban walkways.

Staff negotiated the contract with AMEC Foster Wheeler including the design fee which is approximately 8.8% of the construction cost estimate. The City Walk is presently estimated to cost \$11,297,000 to build. Staff anticipates receiving \$4,500,000 in the next 30 days from STP-DA Transportation Grant Funds through the Greater Hickory Metropolitan Planning Organization to put toward the cost of this construction.

RECOMMENDATION: Staff recommends approval of the of the Contract and an associated Budget Amendment to AMEC, Foster, Wheeler in the total lump sum amount of \$1,095,151.00 for the City Walk project including \$997,971.00 for design services, \$5000.00 for subsurface utility location, \$12,600.00 for ROW document preparation, \$29,580.00 for site visits/inspections during construction, and \$50,000.00 for expenses, fees and permits related to other agencies including but not limited to NCDOT, Norfolk Southern Railroad, the State of North Carolina, Duke Energy and Catawba County Building Services as necessary.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

☒x

No

☐

LIST THE EXPENDITURE CODE:

Reviewed by:

A Surratt

Initiating Department Head

Date

Deputy City Attorney, A. Dula

Date

Asst. City Manager, R. Miller

Date

Asst. City Manager, A. Surratt

Date

Finance Officer, Melissa Miller

Date

Purchasing Manager, Bo Weichel

Date

Recommended for approval and placement on _____ Council agenda (as
Consent, Public Hearing, Informational, Department Report, etc).

Interim City Manager, A. Surratt

Date

**AGREEMENT BETWEEN OWNER
AND
(ENGINEERING FIRM)
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of _____, 2016, between the City of Hickory (“OWNER”), with principal offices at 76 North Center Street, Hickory, NC, 28601 and Amec Foster Wheeler Environment and Infrastructure, Inc.), (“ENGINEER”), with principal offices at 4021 Stirrup Creek Drive, Suite 100, Durham, NC 27703 for services in connection with the project known as the City of Hickory Citywalk Project (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The Terms and Conditions which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached Terms and Conditions for Professional Services.

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be as follows:

Subtotal LUMP SUM Not-to-Exceed amount is nine hundred ninety seven thousand nine hundred seventy one dollars (\$997,971.00).

Subtotal UNIT PRICE Not-to-Exceed Budget amount is forty seven thousand one hundred eighty dollars (\$47,180.00).

Subtotal CONTINGENCY Not-to-Exceed Budget amount is fifty thousand dollars (\$50,000.00).

Grand Total amount for the Contract Not-to-Exceed is one million ninety five thousand one hundred fifty one dollars (\$1,095,151.00).

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

Unit Price shall mean a not-to-exceed amount which shall be compensation based on actual hours spent times bill rate approved, plus actual expenses incurred in completing the work.

Contingency shall mean a not-to-exceed amount which shall be used to cover expenses that are indeterminable as of contract execution. Contingency budget shall not be used without prior written approval by the owner.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, such as Acts of God, Delay attributed solely to Owner or unforeseeable delay related to Regulatory Agency, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation may be equitably adjusted, as agreed to in writing.

SECTION VI. SPECIAL PROVISIONS

Engineer shall be responsible for paying all fees related to regulatory or other governing authority submittal, review, permitting, etc. These fees shall be paid from the CONTINGENCY amount established in this contract once approved in writing by the owner, at the direct cost with no markup.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Hickory
"OWNER"

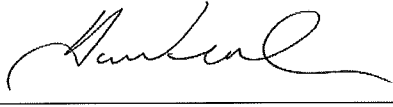
BY: _____

NAME: Rudy Wright

TITLE: Mayor

ADDRESS: PO Box 398
Hickory, NC 28603

Amec Foster Wheeler Environment and
Infrastructure, Inc.
"ENGINEER"

BY: 

NAME: Harold Thurston

TITLE: Associate

ADDRESS: 4021 Stirrup Creek Drive,
St 100
Durham, NC 27703

This instrument has been preaudited
in the manner required by the Local
Government Budget and Fiscal
Control Act.

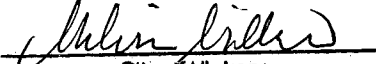

City of Hickory
Finance Officer

EXHIBIT A

SCOPE OF SERVICES

Project Approach and Scope of Work

Description of the Project

This is the approach and scope of work for professional services to design and prepare construction documents for the City Walk project in Hickory, North Carolina. The City Walk improvements include a multi-use trail of varying width (normally 10 feet wide where space permits) on one or both sides of the railroad; decorative fencing; landscape planting; parking; hardscape/plazas; art/sculpture; shade structures; water features/fountains; festival spaces; lane reductions; a roadway roundabout; interpretive signage; intersection improvements and a pedestrian bridge. The City Walk is approximately 6,820 feet long (1.3 miles) and links downtown Hickory from 4th Street NW to Lenoir-Rhyne University. Project deliverables will include but not be limited to: surveying, subsurface utility engineering, ROW documentations, permit applications, budgeting and scheduling, landscape architecture and engineering construction drawings, technical specifications, bidding assistance, response to RFI's and construction record drawings. During the plan development process the team will also meet with City Staff and officials, make presentations as necessary, conduct public meetings, document all meetings and manage a SharePoint site for communication and sharing of drawings.

Typical plan contents may include but not be limited to demolition plans, erosion control plans, storm water plans, sanitary sewer plans, hardscape plans, layout plans, grading plans, landscape plans, irrigation plans, electrical/lighting plans, water supply plans, site plans including parking and paving, details including site furnishings, signage, building plans for public restrooms and pedestrian bridge plans.

Project Components

Components of the City Walk to be designed and engineered are listed below and are based on the "Inspiring Spaces" Master Plan.

City Walk

Segment 1 (from 4th Street NW to 3rd Street NW/ 1,340 LF total)

Project Components:

- 10 foot wide multi-use trail on both sides of the railroad
- Decorative wall/fence along the railroad
- Planting beds and shade trees both sides of railroad
- Irrigation
- 2 Hardscape plazas with specialty pavers
- Art/sculpture (one piece to be selected by the City)
- Maximizing Main Avenue on-street parking improvements (approximately 29 spaces – one side only)
- Maximizing parallel parking (approximately 26 spaces – one side only, south side of railroad)
- Trellis/Shade structure and architecturally appropriate pre-engineered public restroom
- 2 Pedestrian crossings of the railroad
- 2 Main Avenue pedestrian crosswalks
- Pedestrian/safety lighting
- Interpretive components TBD
- Wayfinding signage

Construction Budget: \$1,200,000

Segment 2 (from 3rd Street NW to 2nd Street NW/ 1,330 LF)

Project Components:

- 10 foot wide multi-use trail on both sides of the railroad

- Decorative wall/fence along the railroad
- Planting beds and shade trees both sides of railroad
- Irrigation
- Main Avenue parking improvements (along the railroad)
- Pedestrian improvements for railroad crossing – 2 locations
- Pedestrian crosswalk improvements at 3rd street (2 places)
- Assess the feasibility of a Pedestrian Bridge (Bridge design and renovation of the 3rd Street Railroad Bridge not included)
- Coordinate with NS to improve the aesthetic of the pedestrian underpass
- Pedestrian/safety lighting
- Interpretive components TBD
- Wayfinding signage

Construction Budget: \$510,000

Segment 3 (from 2nd Street NW to N. Center Street/ 330 LF)

Project Components:

- 10 foot wide multi-use trail on south side of Main Avenue
- Improved pedestrian crossing at railroad – 2 locations
- Decorative wall/fence along the railroad
- Seating nodes
- Planting beds and shade trees (north side only)
- Irrigation
- Main Avenue on-street parking improvements (approximately 24 spaces - one side only)
- Entry plaza at Main Avenue and 2nd Street
- Plaza with specialty pavers at seating nodes – 3 locations
- Pedestrian/Safety lighting
- Interpretive components TBD
- Wayfinding signage

Construction Budget: \$710,000

Segment 4 (from N. Center Street to 2nd Street NE/ 530 LF)

Project Components:

- 10 foot wide multi-use trail on south side of Main Avenue
- Decorative wall/fence along railroad
- Planting beds and shade trees both sides of railroad
- Irrigation
- Main Avenue parking improvements (approximately 46 spaces – one side only)
- Plaza with a decorative water feature at approximate mid-point
- Activity nodes
- Shade structure/arbor – one location
- Pedestrian/safety lighting
- Interpretive components TBD
- Wayfinding signage

Construction Budget: \$1,200,000

Segment 5 (2nd Street NE to 1st Avenue NE/ 550 LF)

Project Components:

- 10 foot wide multi-use trail on south side of Main Avenue
- Sidewalk and streetscape improvements along north side of Main Avenue
- Sidewalk improvements along the south side of the railroad and east of NC 127.
- Crosswalk improvements at Main Avenue at 2nd Street and at 1st Avenue
- Decorative wall/fence along railroad
- Planting beds and shade trees along both sides of Main Avenue, on the south side of the railroad and on both sides of the overpass with NC 127.
- Irrigation
- Main Avenue parking improvements (approximately 26 spaces - one side only)
- Plaza with decorative water feature at intersection of Main Avenue and 2nd Street
- Art/"iconic" sculpture near NC 127 (Art and Sculpture TBD by the City of Hickory)
- Pedestrian/safety lighting
- Interpretive components TBD
- Wayfinding signage
- Architecturally appropriate Pre-Engineered public restroom on the City owned parcel at the NE intersection of Main Ave Way SE and NC 127
- Coordinate with NS to improve the aesthetic of the pedestrian underpass

Construction Budget: \$475,000

Segment 6 (1st Avenue NE to 3rd Avenue NE/ 820 LF)

Project Components:

- 10 foot wide multi-use trail/sidewalk (where feasible) on the north side of Main Avenue
- 1st avenue crosswalk with specialty pavers
- 3rd Avenue/Main Avenue (2 places) crosswalk improvements with specialty pavers
- Improved pedestrian signals at Main Avenue and 1st Ave NE
- Improved pedestrian signals at Main Avenue and 3rd Avenue NE
- Planting beds and shade trees on north side of Main Avenue (one side only)
- Irrigation
- Pedestrian/safety lighting
- Wayfinding signage

Construction Budget: \$550,000

Segment 7 (3rd Avenue NE to 5th Avenue NE/ 1,140 LF)

Project Components:

- 10 foot wide multi-use trail/sidewalk where feasible on the north side of Main Avenue
- Decorative wall/fence along the railroad
- Planting beds and shade trees on north side of Main Avenue (one side only)
- Irrigation
- Crosswalk improvements with specialty pavers at 5th Avenue
- Pedestrian signalization at 5th Avenue (Vehicular signalization not included)
- Crosswalk improvements with specialty pavers at 4th Avenue NE
- Pedestrian railroad crossing at 8th street SE – link to the Hollar Mill development
- Plaza with specialty paving, landscape/trees at Hollar Mill and along pedestrian connection
- Pedestrian/safety lighting
- Interpretive components TBD
- Wayfinding signage

Construction Budget: \$750,000

Segment 8 (5th Avenue NE to Lenoir-Rhyne University / 600 LF)

Project Components:

- 10 foot multi-use trail/sidewalk (where feasible) on north sides of Main Avenue that links to the Lenoir-Rhyne University Sign Plaza

- 10 foot multi-use trail/sidewalk on the south side of Main Avenue to the intersection with Lenoir-Rhyne Boulevard
- Crosswalk improvements at 7th Avenue and Main Avenue
- Pedestrian plazas and monumentation at the intersection of 7th Avenue NE and Main Avenue
- Planting beds and shade trees on both sides of Main Avenue, 7th Avenue NE between Main and Lenoir-Rhyne, Lenoir-Rhyne Boulevard between the Hollar Mill and 7th Avenue NE, Highland Ave. SW to 8th Street.
- Irrigation
- Pedestrian/safety lighting
- Pedestrian crosswalk at Lenoir-Rhyne Boulevard and Highland Avenue
- Interpretive components TBD
- Wayfinding signage

Construction Budget: \$730,000

Amenities

Union Square

Project Components:

- Outdoor dining areas
- Festival spaces
- Connections to the City Walk trail
- Informal children play areas (Children’s playground not included)
- Under consideration are story telling circles
- Flag Court removed and re-adapted for another amenity
- Lawn, planting beds and shade trees
- Pedestrian and safety lighting
- Drinking fountain
- Relocated monuments/plaques/cannon
- Interpretive components TBD
- Cosmetic / material upgrades to existing stage and seating area
- Existing public restroom upgrades , to include mechanical and electrical design as needed, and including options to increase available storage space.

Construction Budget: \$625,000

Pedestrian Bridge (over NC 127)

Project Components:

- “Iconic” pedestrian bridge over NC 127
- 10 foot multi-use trail on the bridge
- 15 feet of planting area on the bridge (optional alternative)
- Art and/or sculpture that may be included with the bridge
- Bridge structure and decking
- Landscape planting
- Interpretive design for the bridge
- Pedestrian/safety lighting
- LED lighting of the underpass
- Wayfinding signage

Construction Budget: \$1,300,000

2nd Avenue Intersection Roundabout (at Main Avenue)

Project Components:

- Intersection redesign to accommodate a roundabout
- Pedestrian improvements including crosswalks
- Landscape improvements including trees, shrubs and turf
- Irrigation
- Wayfinding signage

- Sculpture/art
- Specialty paving
- Vehicular/pedestrian safety lighting

Construction budget: \$650,000

Main Avenue SE Improvements between 1st Avenue and 3rd Avenue

Project Components:

- 5 foot sidewalk improvement along Main avenue SE – one side only
- Decorative wall/fence along railroad
- Pedestrian plaza/crosswalks with specialty pavers (at 3rd Avenue)
- Planting beds and shade trees
- Irrigation
- Pedestrian/safety lighting
- Wayfinding signage

Construction Budget: \$150,000

Main Avenue SE Improvements between 3rd Avenue and 5th Avenue

Project Components:

- 5 foot sidewalk improvement along Main avenue SE – one side only
- Decorative wall/fence along railroad
- Pedestrian plaza/crosswalks with specialty pavers (at 3rd Avenue)
- Planting beds and shade trees
- Irrigation
- Pedestrian/safety lighting
- Wayfinding signage

Construction Budget: \$250,000

Main Avenue NE Improvements between 1st Avenue and 3rd Avenue

Project Components:

- Landscape improvements along railroad corridor on the south side of Main Ave NE
- Decorative wall/fence along railroad
- Planting beds and shade trees
- Irrigation

Construction Budget: \$200,000

Main Avenue NE Improvements between 3rd Avenue and 5th Avenue

Project Components:

- 5 foot sidewalk improvement along Main avenue SE – one side only
- Landscape improvements along railroad corridor on the south side of Main Ave NE
- Decorative wall/fence along railroad
- Planting beds and shade trees
- Irrigation

Construction Budget: \$370,000

Construction Budget Summary

Construction budgets for each component are summarized below from the master plan. Construction budget per segment is not intended to limit each segments' design in any way as a restriction, rather it is informational to help compile an overall project construction budget.

City Walk Segment 1:	\$1,200,000
City Walk Segment 2:	\$510,000
City Walk Segment 3:	\$710,000

City Walk Segment 4:	\$1,200,000
City Walk Segment 5:	\$1,775,000 (includes \$1,300,000 for a 180 foot Ped Bridge)
City Walk Segment 6:	\$550,000
City Walk Segment 7:	\$750,000
City Walk Segment 8:	\$730,000
3 Public Restrooms:	\$600,000
Construction Contingency:	\$805,500

Subtotal: \$8,827,500

Main Ave	
Union Square:	\$625,000
2nd Ave. Realignment:	\$650,000
Main Ave SE Improvement (1 st -3 rd Ave):	\$150,000
Main Ave SE Improvement (3 rd -5 th Ave):	\$250,000
Main Ave NE Improvement (1 st -3 rd Ave):	\$200,000
Main Ave NE Improvement (3 rd -5 th Ave):	\$370,000
Construction Contingency:	\$224,500

Subtotal: \$2,469,500

Project Budget Total: \$11,297,000

Project Management

Through all phases, project management will make use of the following tools:

► Project Work Plan and Project Calendar

The team will develop a detailed Workplan and project schedule with input from the City.

Following completion of the Project Workplan, a detailed Project Calendar will be prepared and updated as necessary. City Staff will distribute schedule updates to the Bond Commission. The Calendar will identify minor and major milestones, milestone review time, all meeting dates and will be issued to all team members.

► Team and Management Meetings

Regularly scheduled, weekly teleconference meetings will be held under the leadership of the Project Manager to monitor progress and coordination among disciplines. Meeting agendas will be issued in advance of each call. A summary of each teleconference will be distributed in the week following the call. The City’s representatives will be included on these calls.

Monthly management meetings held to review the overall progress of the project. We encourage the participation of City Staff in these meetings, which will serve as a forum for problem resolution. Agendas and a record of each meeting will be provided by the Amec Foster Wheeler project manager.

► File Maintenance and Communication

Amec Foster Wheeler will upload reports and files to the City’s SharePoint site. Meeting agendas, meeting minutes. Technical memorandum, drawing submittals (including 30/40/60/80/90% and 100% bid set) will be electronically uploaded to the SharePoint site in PDF format

Stakeholder Engagement and Management

The following will be performed as part of our stakeholder engagement and management plan:

► **Design Phase Workshop (Master Plan refinement) with the Bond Commission**

To facilitate the design/planning refinement phase, Amec Foster Wheeler will meet with City Staff and representatives of the Bond Commission to discuss outstanding issues and opportunities related to refinement of the City Walk master plan. It is anticipated this will be a day long workshop that will involve meeting with City Staff in the morning and Bond Commission members in the afternoon.

► **30%, 60% and 90% City Staff Meetings**

Amec Foster Wheeler will conduct post 30%, 60% and 90% submittal meetings with City Staff to obtain and discuss comments and opinions on the submittal.

► **40% and 80% Bond Commission Meetings**

Upon completing the 30% and 60% approval process with the City and incorporation of all approved changes, the Bond Commission will have the opportunity to review the designs and provide their comments. Comments will be obtained at two Bond Commission meetings coordinated by City Staff and moderated by Amec Foster Wheeler (referred to respectively as 40% and 80% plan stages).

The City will perform all notifications necessary for these meetings.

Technical Approach

The scope of services presented below includes all the necessary work to produce design and construction documents for the City Walk. Our project approach includes development of technical memorandum following completion of each major task as identified in the process.

Task 1.0: Data Collection/Base Plan

1.1 Program and Plan Review

- We will participate in a day long design phase workshop with City Staff and Bond Commission members to review and discuss in detail program/scope requirements for the City Walk, construction budget and phasing.
- A list of standards required to be followed (NCDOT, Norfolk Southern and City ordinances/guidelines) shall be discussed and clearly outlined.
- Any existing plans will be discussed and reviewed including the Inspiring Spaces Master Plan
- The schedule of tasks, deliverables and key meetings will be developed and reviewed. The completion date for construction documents, which includes the construction drawings and specifications shall be determined. The schedule of interim submittals and meetings will be developed but will be subject to change based on City review and input.
- Amec Foster Wheeler will begin coordination with Norfolk Southern Railroad for crossings, landscape and trail improvements, ROW and encroachments.

1.2 City Walk Inventory and Analysis

- We will walk the corridor with City Staff to become familiar with any changes in the existing site conditions that may influence the design of the City Walk.
- We will discuss applicable design issues with local utilities, with NCDOT and other appropriate agencies such as Norfolk Southern and Duke Energy.

1.3 Boundary Survey

► **Property & Deed Research:**

Amec Foster Wheeler will conduct research at the Catawba County Courthouse and/or online to establish the tax identification number, property owner's name and current deed book and page number for each property within the survey limits. Additional research will be performed to uncover any major easements and recorded rights-of-way. Existing deeds, plats and easements search is

limited to a Grantor/Grantee search from the date of the current deed, forward to the executed date of the contract.

► **Horizontal & Vertical Control:**

Amec Foster Wheeler will perform research to obtain monument descriptions; coordinate values and field recover existing State Geodetic and NGS monuments that are closest to the project limits. Using this information a horizontal and vertical control network will be established along the project limits.

The horizontal control traverse will be referenced and adjusted to the NAD 83/2011 datum. Project coordinates will be localized around one control point set near one end of the project. Horizontal control traverses shall conform to standard set for third order class I surveys (1:10,000). Horizontal control points will be monumented for each city block by placing 36 inch rebar with aluminum caps or as outlined in local survey standards and regulations.

Vertical control bench loops shall be established along the project corridor and benchmarks shall be established within each block/City Walk segment not to exceed 1,000 foot intervals. Temporary benchmarks shall be placed outside of the construction limits shall be used when possible. Benchmarks will have third order closure accuracy and will be based on NVGD 1988.

► **Boundary Ties and Property Mapping:**

Amec Foster Wheeler will perform field surveys to delineate existing property lines, right-of-way and easements within the project limits. Existing property lines will be mapped based on existing property monumentation and recorded deeds and plats. The property surveys do not constitute a boundary survey of each parcel, but instead are intended to provide sufficient information for the preparation of right-of-way and easement and property acquisition plats.

1.4 Topographic Survey

► **Digital Terrain Model:**

Horizontal and vertical data points will be collected throughout the project corridor to create a triangular irregular network (TIN) for the purpose of defining the existing topography and grades.

Vertical control bench loops shall be established along the project corridor and benchmarks shall be established within each block/City Walk segment not to exceed 1,000 foot intervals. Temporary benchmarks shall be placed outside of the construction limits shall be used when possible. Benchmarks will have third order closure accuracy of 0.05' $\sqrt{\text{miles}}$ (English) or 12 mm $\sqrt{\text{km}}$ (Metric) and will be based on NVGD 1988.

► **Planimetric Mapping:**

Field surveys will be performed to locate and map planimetric information within the project limits (see Fig. 1 City Walk Survey Limits at end of scope document). Planimetric location will include the following items:

- Driveway location and type (concrete, gravel, asphalt, etc.)
- Medians, curb and gutter, parking and sidewalks
- Width of roadway pavement, edge of pavement and lane widths
- Building location and type
- Limits of wooded areas, limits of vegetation and trees 4 inches caliper and larger
- Signs to include road signs, business signs and billboards
- Fences location and type
- Sanitary Sewer System - location, size, type and elevation of inverts and tops
- Storm Sewer System - location size, type and elevations or inverts and top.
- Water Lines – location of above ground appurtenances such as valves, meters and hydrants. Does not include underground location (See SUE Mapping)
- Gas Lines – location of above ground appurtenances such as valves, meters and vents Does not include underground location (See SUE Mapping)

- Telephone – location of above ground appurtenances such as poles, pedestals and manhole access covers. Does not include underground location (See SUE Mapping)
- Power – of above ground appurtenances such as poles, pedestals and manhole access covers. Does not include underground location (See SUE: Map underground utilities)
- Cable TV – location of above ground appurtenances such as poles and pedestals. Does not include underground location (See SUE: Map underground utilities)
- Existing contour elevations in 1 foot intervals
- Other Improvements as outlined by Client or local survey standards

1.5 SUE Investigation

Quality Level B

► **Designate underground utilities:**

Amec Foster Wheeler will designate and mark underground utilities within the proposed work area delineated. Amec Foster Wheeler will employ geophysical prospecting techniques to determine the existence and horizontal position of underground utilities. The utilities will be marked on the ground using a universally recognized system of paint markings at 50 foot intervals along the utility and at all bends in the line. All utilities that can be identified shall be designated to the limits of the project. Non-metallic lines cannot be located using standard pipe and cable locating equipment. Amec Foster Wheeler will attempt to locate these lines using any available utility records and indirect methods such as ground penetrating radar (GPR). GPR technology complements standard electromagnetic techniques in the field, allowing Amec Foster Wheeler the ability to detect all material types both metallic and non-metallic, including plastics, concrete, ceramics, asphalt composites and more.

► **Survey utility marks**

Amec Foster Wheeler will locate the subsurface utility marks placed in previous task horizontally, using conventional surveying techniques.

► **Map underground utilities**

Amec Foster Wheeler will then map the location of the subsurface utilities in order to allow for integration of the mapping into the existing planimetric data. Amec Foster Wheeler will map the utilities in AutoCAD environment according to the project requirements.

Quality Level A (vacuum excavation) – Survey Only

- Amec Foster Wheeler will include allowance to field survey up to 20 Quality Level A Utility Test Holes, for accurate horizontal and vertical location of underground utilities in conflict with the proposed improvements. The City will be responsible for vacuum excavation, traffic control, patching and pavement repair where needed. This information will be used to determine options for avoidance or potential redesign to remove the conflict, and test hole data will be reported on standard NCDOT Utility test hole forms.

1.6 ROW Document Preparation

- Amec Foster Wheeler will prepare right-of-way and easement plats for the purpose of obtaining new right-of-way and easements along the project survey limits. All plats will be prepared in accordance with State Statute or local mapping requirements. Client will be responsible for obtaining property owner signatures if required.
- Prior to recordation of right-of-way and easement acquisition plats, Amec Foster Wheeler shall place monuments at all breaks in the new right-of-way, at the intersection of existing property lines with the new right-of-way and with drainage easements. Right-of-way and permanent easement points will be monumented as required by State Statute or as outlined in local survey standards and requirements.

► **Mapping Requirements**

The following items will be submitted at the completion of the survey:

- Finished survey will be provided at scale and size as directed by the client
- Finished products will include a signed and sealed map
- Digital file in AutoCAD or MicroStation format

► **Assumptions**

Amec Foster Wheeler assumes the following:

- The Client will provide any pertinent boundary information in their possession
- The Client will gain and/or allow access for any work to be performed

Task 2.0: Environmental Documents

2.1 Environmental Studies/Documentation

- It is our understanding that Federal funding for this project may be forthcoming. The use of federal funds triggers the necessity of a level of environmental due diligence. Therefore, Amec Foster Wheeler will prepare a National Environmental Policy Act (NEPA) Programmatic Categorical Exclusion (PCE).
- Additional environmental reporting that will be performed will be a Phase I Environmental Site Assessment (ESA) of the entire corridor. The purpose of the Phase I ESA will be to determine if there are recognized environmental conditions (RECs) associated with the corridor that may have a negative impact to onsite workers during construction of the City Walk and to be used for the PCE. The Phase I ESA will be performed in general accordance with ASTM International (ASTM) Standard E 1527-13 and the United States Environmental Agency (EPA) and All Appropriate Inquiries (AAI) Rules.

2.2 Special Studies

- Our staff will review existing traffic studies (if any), including concept design plans for the roundabout, to determine the feasibility of planned improvements and pedestrian safety improvements along the corridor.
- Our staff will facilitate meetings and discussions with NCDOT to review recommendations and discuss issues related to NCDOT owned facilities in the corridor.
- Our staff will facilitate meetings and discussions with Norfolk Southern Railroad to review recommendations and discuss issues at the conclusion of the Master Plan Refinement phase.
- Amec Foster Wheeler will complete a geotechnical evaluation of the proposed bridge abutment sites at NC127 and at two anticipated retaining wall sites. A report on these evaluations will include boring logs, figures showing boring locations and an evaluation of the subsurface conditions as they relate to the construction of the pedestrian bridge over Hwy 127 and potential retaining wall designs. This report will be submitted to the City and used in the structural design of the pedestrian bridge.

Task 3.0: Master Plan Analysis

- Using the survey and database of information, the Amec Foster Wheeler team will prepare an analysis that focuses on a comparison of the Inspiring Spaces Master Plan with existing survey conditions. The project team will analyze topography and drainage, bridges and culverts, intersections and access points, as well as utility easements. All of the above will be analyzed along the length of the City Walk and a limited surrounding area. All of the site analysis information will be overlaid onto survey drawings to identify areas of concern.

- ▶ The project team will coordinate a meeting with City Staff to refine project needs (see stakeholder engagement and management). A minimum of 2 alternative plans will be developed that refine the existing master plan. These alternate plans will be reviewed and revised following critical input. Preparation of a minimum of two schematic plans (using scaled based maps and sketches) for targeted portions of the City Walk will be developed based on an analysis of the existing master plan.
- ▶ One identified focus of the design alternative evaluation will be on the City Walk segment east of NC 127.
- ▶ A second focus of evaluation will be in the design of the “iconic” pedestrian bridge over NC127. The Amec Foster Wheeler team will explore a maximum of 5 design alternatives including refinement of the 2 alternatives presented in the Inspiring Spaces Master Plan. The bridge alternatives analysis will include renderings, constructability assessments, and cost estimates. The City and Bond Commission will select a preferred alternative prior to moving onto the 30% Design Phase Drawings.
- ▶ Conceptual “sketch” plans will be presented as color rendered plans, elevations and free-hand drawings illustrating refined design concepts addressing materials, scale, and the relationship of the City Walk to adjacent roadways and the railroad. Preparation of a maximum of two conceptual plans for each component of the City Walk will be developed based on the established master plan program – “Life Well Crafted”. The alternative plans will be submitted to the City and Bond commission for review and comment.
- ▶ A refined master plan will be developed by the Amec Foster Wheeler team for the City Walk that illustrates, with scaled plans and sketches, the refined concepts and recommendations resulting from an analysis of the alternative plans. This step in the process will involve development, refinement and fine tuning of the preferred alternative master plan concepts. This master plan will include diagrams and renderings that depict the location of vehicular and pedestrian facilities, linkages as appropriate, locations for interpretive signage, sculpture and recommendations for any landscape planting.
- ▶ The Amec Foster Wheeler team will host a planning phase workshop with the City and Bond Commission. It is anticipated that this will be a day long workshop that will include meetings with City Staff in the morning and City Staff and Bond Commission members in the afternoon.
- ▶ The Amec Foster Wheeler team will modify the preferred alternatives based on input from the City Staff and the Bond Commission. The refined Master Plan drawings, meeting minutes, and other supporting documentation will be assembled into a technical memorandum reflecting the cumulative effort of the refined master planning process.

Task 4.0: 30% Design Phase Drawings

4.1 Purpose

Amec Foster Wheeler will prepare 30% design phase drawings based on the refined Master Plan drawings and match/adjust concepts to survey conditions.

4.2 30% Design Phase Drawings

The 30% Design Phase drawings will be prepared utilizing AutoCAD software. The 30% design drawings will detail sufficient information to submit to probable affected utility companies and to

assess potential right-of-way issues. The 30% design drawings (drawn at 20 scale) will encompass/include the following tasks:

- Horizontal trail/sidewalk and parking alignment including wall locations, sidewalks, driveways, handicap access, vehicle parking areas, pedestrian bridge, landscape planting and street furnishings
- Construction limits identified
- Anticipated drainage concepts to identify catch basins, bio-swales, proposed storm drain locations, detention areas
- Utility plan coordination including up to 4 meetings to coordinate with potential affected utilities
- Electrical/lighting location plans
- Irrigation- discipline coordination with civil, mechanical and landscape architecture
- Tree and landscape planting locations
- Interpretive components;
- Site furnishings presentation boards documenting options for benches, trash receptacles, arbors, walls, fences, fountains, bike racks, drinking fountains, etc.
- Conceptual, order of magnitude cost estimates will be prepared for each City Walk segment for review by the City
- An itemized order of magnitude cost estimate will be developed including estimates for Right-of-Way (ROW) and utility relocation
- Coordination with Norfolk Southern Railroad for crossings, landscape and trail improvements, ROW and encroachments
- Storm drainage plans
- Plans for the roundabout proposed at 2nd Ave NE intersection with Main Ave NE
- Layout plan for the Pedestrian Bridge over NC 127
- Architecturally appropriate Pre-engineered public restrooms (2 locations) and plans to upgrade the current Union Square restroom including mechanical and electrical design as needed.

4.3 Review/Approval

The 30% design phase drawings will be issued to the City for review, comment, and approval. Amec Foster Wheeler will meet with City Staff to receive input into the 30% plans. Upon agreement of comments and incorporation, the revised plans (40% drawings) will be made available to the Bond Commission for review. Comments on the 40% plans will be reviewed at a meeting coordinated by City Staff, and moderated by Amec Foster Wheeler.

Task 5.0: 60% Construction Plans

5.1 Purpose

The City Walk 60% Construction Plans will advance the 40% design drawings and add specific detail and refinement. The plans will be prepared utilizing AutoCAD software.

5.2 60% Drawings

The design drawings will include the following components:

- ▶ Horizontal trail/sidewalk alignment
- ▶ Construction limits identified
- ▶ Drainage/Grading/Hydro/Profiles/Hydro Analysis
- ▶ Anticipated erosion control design prepared
- ▶ Construction staging outlined
- ▶ Trail/sidewalk locations, driveways, handicap access, vehicle parking areas identified
- ▶ Wayfinding/signage and location
- ▶ Wall locations
- ▶ Street furniture such as litter receptacles and benches identified and located
- ▶ Continued coordination with Norfolk Southern Railroad and NCDOT for crossings, landscape and trail improvements, ROW and encroachments
- ▶ Utility plan and profile coordination with utility companies including their mark-ups for final plans
- ▶ Electrical lighting plans including coordination with Duke Energy if necessary

- ▶ Initial ROW Plans including existing and proposed right-of-way lines, property lines, owner names, area calculations and proposed easements
- ▶ Trees to be protected and proposed tree planting identified and located
- ▶ Irrigation sprinkler layout
- ▶ Site amenities such as fountains and sculpture detailed and located
- ▶ Initial pedestrian bridge plans
- ▶ Evaluation of landscape planting proximity to utilities, roadway and railroad clear zones
- ▶ Assessment of maintenance needs for landscape planting
- ▶ Determine the extent of sidewalk, driveway, curb and gutter and wheelchair replacement or improvements to establish consistent pedestrian facilities in the corridor
- ▶ Plans for the roundabout proposed at 2nd Ave NE intersection with Main Ave NE
- ▶ Concept traffic control plans
- ▶ In addition, Amec Foster Wheeler will prepare for and conduct a Value Engineering workshop. This workshop will be managed by Amec Foster Wheeler Value Engineering staff and include participation of City Staff.
- ▶ Architecturally appropriate Pre-engineered public restrooms (2 locations) and plans to upgrade the current Union Square restroom including mechanical and electrical design as needed.

The design will be accomplished in compliance with all applicable guidelines such as the AASHTO Green Book and NCDOT Standard Specifications and Details.

5.3 Review/Approval

The 60% Construction plans will be issued to the City for review, comment, and approval. Amec Foster Wheeler will meet with City Staff to receive input into the 60% Construction plans. Upon agreement of comments and completion, the revised plans (80% drawings) will be made available to the Bond Commission for review. Comments on the 80% Construction plans will be heard at a meeting coordinated by City Staff, and moderated by Amec Foster Wheeler and Bond Commission members. Once approved, a notice to proceed to develop final construction documents shall be signed by the City and issued to Amec Foster Wheeler.

Task 6.0: Construction Plans (90/100%)

6.1 Document Preparation

- ▶ Based on approval of 80% design plans our team will prepare 90% and 100% construction plans for the established first phase based on funding.
- ▶ The construction plans will include:
 - Demolition plans
 - Hardscape plans (includes trail/sidewalk, street furniture and transit stop improvements)
 - Grading plans
 - Construction limits identified
 - Erosion control/BMP plans (hydrology study included)
 - Signage and marking plans
 - Interpretive plans
 - Utility plans and profile (water, sanitary sewer, storm water)
 - Conduit plan/lighting plans
 - Irrigation plans with mainline routing, sleeve installation, and calculations
 - Landscape plans with trees to be protected and proposed tree planting identified and located
 - Detail plans for arbors, shade structures, fencing, walls, fountains, monuments,
 - Pedestrian bridge plans
 - Traffic control plans
 - Newly established rights-of-way limits
 - Proposed contour grading
 - Additional details as needed
 - Architecturally appropriate Pre-engineered public restrooms (2 locations) and plans to upgrade the current Union Square restroom including mechanical and electrical design as needed.

- ▶ A project manual will be prepared and will include but not be limited to the following: Bidding requirements will be drafted per City requirements and coordinated with the NCDOT and Federal standards; contract requirements as coordinated with the City; general requirements as coordinated with the City; and technical specifications.

6.2 Plan Review/Permitting

- ▶ The construction plans will be issued for review, comment, and approval by the City, NCDOT, NCDEQ and affected utilities at 90% completion.
- ▶ Construction documents will be sent to the affected utility companies, as identified during the 60% design. The 90% plan review will be scheduled and held with the City and utility companies if desired and necessary.
- ▶ Comments resulting from the plan reviews will be addressed and final documents will be prepared for permitting. The 90% completion set will be revised based on comments and resubmitted for approval as 100% plans.
- ▶ Encroachment permit documentation (for Norfolk Southern Railroad and NCDOT) will be prepared and submitted with information provided from the City.
- ▶ Using the approved 100% plans our team will submit for encroachment approval and land disturbance permits.
- ▶ Revisions will be made to the plans based on comments received from the City. Copies of the final plan package and bids documents will be provided to the City and uploaded to the SharePoint site.

Task 7.0: Interpretive Plans and Signage

7.1 Interpretive Planning

- ▶ **City Staff and Stakeholder Interviews**
 - Perform interviews as needed of key individuals with the purpose of gathering information and understanding about the findings regarding the potential storylines of the City of Hickory and special histories that differentiate it as a community
 - At a minimum of one meeting will be performed to obtain historical information and details from previous stakeholder meetings and interviews with City Staff and selected Stakeholders
 - Agenda questions to be supplied in advance to target the discussions
 - Recordings and Transcription: Valuable project archives
 - *Deliverables:* Recordings and Transcriptions in the form of ".mov" and Word files

7.2 Interpretive Program

- ▶ **Analysis and Synthesis**
 - Review information materials provided by the City and craft an Interpretive Vision Statement
 - Establish categories of interest and visitor groups and experience goals for each category
 - Collate the elements (above) into a structure of themes and sub-themes
 - Create a Site Map of location of interpretive features, along with trail signage, and wayfinding signs
 - Define the "Hickory Style" using inspiration previously shown in the Inspiring Spaces Master Plan, but refined and defined to specifically address the style. Use of storyboards, concept drawings, and other to demonstrate.
 - *Deliverables:* A Report of the Interpretive Mission Statement, Visitor Goals Statement, and Themes and Sub-themes, Site Map, and Hickory Style in the form of Word and PDF files

7.3 30% Design of Interpretive Plans and Signage

- ▶ **Strategies for Interpretive Means and Methods**
 - Review site surveys
 - Create an overlay site map of interpretive features, trail signage and wayfinding signs
 - Make recommendations for interpretive approaches based on theme, location, and audience
 - Show options and approaches to the style and methods of interpretation; physical, interactive, sensory, with various media explored at sites along the trail and bridges.

- This will include addressing art, sculpture, murals, walls, and monuments that might occur in the spaces
- Create a graphic style for trail and wayfinding signage that includes typography, color, texture, material use, symbols or icons. Design to consider City of Hickory design standards
- *Deliverables:* A Presentation of Concept Storyboards. (The deliverables will be an InDesign and PDF file)

7.4 60% Design of Interpretive Plans and Signage

- ▶ **Draft Design Documents**
 - Coordinate with the landscape architectural design team to seamlessly integrate in with the interpretive program
 - Produce scaled design documents in elevation and plan views show design intent for each of the interpretive components per site.
 - Produce initial content outlines with drafts of interpretive text and images for each component containing content
 - Provide color samples, materials samples or prototypes of interpretive features
 - *Deliverables:* 11" x 17" Color sheets and material samples presentation (The deliverables will be an InDesign and PDF file)

7.5 90% Design Documents of Interpretive Plans and Signage

- Produce Design documents for the interpretive structures
- Produce 90% Draft layouts for the interpretive features containing content
- Produce 90% Draft layouts for the trail signage and wayfinding signs
- *Deliverables:* 11" x 17" Color sheets (The deliverables will be an InDesign and PDF file)

7.6 100% Bid Documents of Interpretive Plans and Signage

- Produce 100% Design documents for the interpretive structures
- Produce 100% Design documents for the interpretive features containing content
- Produce 100% Design documents for the trail signage and wayfinding signs
- Documents will be scaled elevations with plan or detail views as needed to show intent for the design, color, materials, size, placement in the site, and any special features or specifications
- *Deliverables:* Full size bid document sheets, high res digital production files. (The deliverables will be an InDesign and PDF file)

Task 8.0: Phasing Plans and Cost Estimates

- ▶ Each submittal during design (30%, 60%, 90%) and construction document preparation will include an estimate of probable cost, including base bid and alternates and a construction phasing plan for maintenance of traffic, pedestrians and access.
- ▶ The estimate will be directly correlated to a Summary of Quantities.
- ▶ Following input from the City, a final project phasing plan at 100% based on funding budgets will be delineated on the design plans.

Task 9.0: Letting Assistance

- ▶ Attend and assist in the pre-bid meeting including answering questions regarding the contract documents.
- ▶ Issue addendum during bidding, as necessary.
- ▶ Analyze bids and provide conclusions to the City.

Task 10.0: Construction Observation

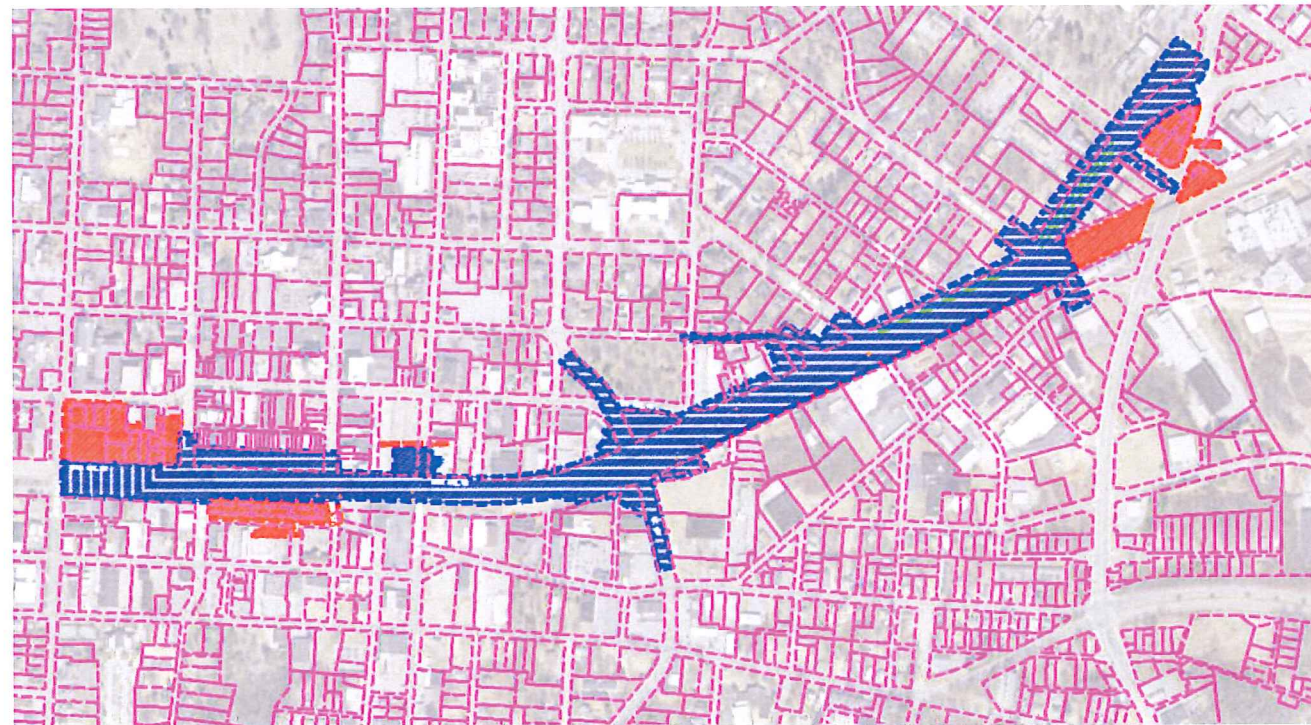
- ▶ Team shall field and answer request for information (RFI) technical and design interpretation questions throughout construction.
- ▶ Record Drawing preparation.
- ▶ All construction documents will be submitted in electronic form in a format suitable for use by the City.

- ▶ Site visits as necessary (up to 24 visits for an individual).

Exceptions and Assumptions:

- ▶ The City will coordinate "permission to enter" letters for surveying outside of the ROW.
- ▶ The City will advertise all public meetings in compliance with the public hearing notification procedures they normally use in announcing and conducting public hearings.
- ▶ No traffic forecast or capacity analysis study is anticipated.

Figure 1. City Walk Survey Limits
(Red Hatch = areas of City Walk Master Plan not included.)



Schedule

Milestone Schedule (Assumes receipt of a Contract Notice to Proceed by September 7, 2016)

Task 1: Data Collection/Base Plan 1.1 Program and Plan review 1.2 City Walk inventory and analysis 1.3 Boundary Survey 1.4 Topographic Survey 1.5 SUE Investigation 1.6 ROW Document preparation	April 2017 Completion August 2016 August 2016 September 2016 October 2016 March 2017 June 2017
Task 2: Environmental documents 2.1 Environmental Studies/Documentation 2.2 Special Studies	March 2017 Completion March 2017 October 2017
Task 3: Master Plan Analysis City Staff Review/Approval	September 2016 Completion October 2016
Task 4: 30% Design Phase Drawings Review and Approval Bond Commission Meeting	January 2017 Completion January 2017 January 2017
Task 5: 60% Construction Plans Review and approval VE Workshop Bond Commission Meeting	June 2017 Completion June 2017 June 2017 June 2017
Task 6: Construction plans 90% Document Preparation 100% Document Preparation Plan Review/Permitting (allow 6 weeks)	October 2017 Completion September 2017 October 2017 October 2017
Task 7: Interpretive Plan and Signage	October 2017 Completion
Task 8: Phasing Plan and Cost Estimates 30% OPC 60% OPC 90% OPC	September 2017 Completion January 2017 June 2017 September 2017
Task 9: Letting Assistance Bidding/Negotiation	November 2017
Task 10: Construction Observation 18 months Construction Phase	Begin February 2018

Note: The schedule is subject to revision at the kick-off meeting. In addition, the schedule is subject to change based on factors beyond the control of Amec Foster Wheeler such as prolonged regulatory and agency reviews. The approved project schedule will be created in Microsoft Project software (or equivalent) after the project kick-off meeting.

Amec Foster Wheeler Environment & Infrastructure, Inc.
Consulting Services Cost Estimate

Project: City of Hickory, City Walk Project

Date: August 18, 2016

Task No.	Description	Prin Plnr Engr	Prin LA Engr/ QA Prin	PM	Sr Engr Sr. PLS Inerp	Sr Engr	Proj Engr	Staff Engr	Jr Engr	Mid LA	Staff LA	Staff LA	Sr CADD	CADD	Admin	Jr Scientist	Tech Surv Crew	Total Hours	Value
	Hourly Rates	\$175	\$200	\$145	\$125	\$100	\$90	\$80	\$70	\$117	\$81	\$70	\$95	\$83	\$65	\$75	\$150		
Task 1	Data Collection/Base Plan																	1623	\$ 225,310
1.1	Program and Plan Review																	62	\$ 10,400
1.1.1	Design Phase Workshop (Staff & Bond Commission)		30	20	12													12	\$ 2,000
1.1.2	Design Criteria		8			4												24	\$ 3,570
1.1.3	Review Existing Plans		10			4				10								379	\$ 55,340
1.1.4	Project Management/Schedule/Work Plan/Monthly calls	48	31	220	32	48												14	\$ 2,800
1.2	City Walk Inventory and Analysis		14															26	\$ 4,850
1.2.1	City Walk Site walkwith Staff		16	10														10	\$ 1,200
1.2.2	Agency Coordination/Guidelines Review		2			8												20	\$ 2,500
1.3	Boundary Survey				20													70	\$ 6,850
1.3.1	Property and Deed Search												70					36	\$ 5,180
1.3.2	Horizontal and Vertical Control												4				32	172	\$ 21,840
1.3.3	Boundary Ties and Property Mapping												72				100	200	\$ 28,400
1.4	Topographic Survey				20								20				160	32	\$ 3,040
1.4.1	Digital Terrain Model												32					104	\$ 13,400
1.4.2	Planimetric Mapping												40				64	52	\$ 5,540
1.5	SUE Investigation				20								32					260	\$ 39,000
1.5.1	Designate Underground Utilities (Level B)																90	60	\$ 13,500
1.5.2	Survey Utility Marks																		\$ 6,300
1.5.3	Map Underground Utilities				20								40						(SEE PAGE 3)
1.5.4	Vacuum Excavation Level A (20 Holes) - Survey Only																		(SEE PAGE 3)
1.6	RCW Document Preparation (up to 12 plats)				12								40				48		
Task 2	Environmental Documents																	592	\$ 70,780
2.1	Environmental Studies/Documentation		5	2						4								11	\$ 1,758
2.1.1	Prepare NEPA Programmatic Categorical Exclusion			9	4	20	52	30	16									130	\$ 11,860
2.1.2	Phase 1 Environmental Site Assessment		6	16	40									25	17	80		184	\$ 17,700
2.2	Special Studies				4													4	\$ 500
2.2.1	Review Traffic Study / Concept Designs																	8	\$ 1,500
2.2.2	NCDDOT Meetings		8															34	\$ 4,930
2.2.3	Norfolk Southern Meetings/Concept Package			34														221	\$ 22,432
2.2.4	Geotechnical Evaluation of Bridge Site		5	8	52		188							24	4				\$ 10,000
2.2.5	Geotechnical Drill Subconsultant and Direct Costs																		
Task 3	Master Plan Analysis																	423	\$ 55,930
3.1	Site Analysis/Survey Coordination/Review		10		4		16			4					4			38	\$ 4,668
3.2	Existing Master Plan refinement (2 Alternatives)		39		9	8				32	32							119	\$ 15,976
3.3	Alternatives Evaluation East of NC127		14			8				12	18							52	\$ 6,462
3.4	Iconic Bridge Evaluation (5 alternatives)		47		39			19		18	18							141	\$ 19,300
3.5	Review and Revision of Master Plan		14		4	8				18	18							62	\$ 7,744
3.6	Preparation of Technical Memorandum		6	4														10	\$ 1,780
Task 4	30% Design Drawing Phase																	1350	\$ 164,408
4.1	30% Design Phase Dwgs(cover/index/exist cond.)	3	24			42				8			5					82	\$ 10,848
4.2	Drawing Preparation																		
4.2.1	Demolition Plans		16				8					40						64	\$ 6,720
4.2.2	Hardscape Plans (includes siting for public restrooms)		72									80						152	\$ 20,000
4.2.3	Construction Layout/Staking	8			8	92	16											124	\$ 13,040
4.2.4	Drainage/Grading/Hydro/Profiles	16			8	132	16											172	\$ 18,440
4.2.5	Utility Plans/Details				4	4	16											24	\$ 2,340
4.2.6	Lighting Plans/Electric	4			8	48												60	\$ 8,500
4.2.7	Landscape Plans/Details		24									80						104	\$ 10,480
4.2.8	Irrigation Plans						10	5	5						5			25	\$ 1,575
4.2.9	Bridge Plans		28					56					64					148	\$ 16,160
4.2.10	Hardscape Details		48									48						94	\$ 12,640
4.2.11	Civil Construction Details				4	4	4											12	\$ 1,260
4.2.12	Erosion Control Plans/Details						16							8				24	\$ 2,104
4.2.13	Cost Estimates				4	4												8	\$ 900
4.2.14	Technical Specifications		4												2			8	\$ 930
4.2.15	Coordination Meeting Norfolk Southern and NCDDOT		8	28														34	\$ 5,370
4.2.16	Review, Approval and submittal	8	16	8	8	34									2			76	\$ 10,370
4.2.17	City Review Meeting		12	10	8													30	\$ 4,850
4.2.18	QA/QC Review		24		8													32	\$ 5,880
4.2.19	Technical Memorandum		6	4														10	\$ 1,780
4.3	Bond Commission Workshop/Public Meeting (40% Plan)		40	20	8													68	\$ 11,820

Amec Foster Wheeler Environment & Infrastructure, Inc.
Consulting Services Cost Estimate

Project: City of Hickory, City Walk Project

Date: August 18, 2016

Task No.	Description	Prin Plnr/ Engr	Prin LA/ Engr/ QA Prin	PM	Sr Engr/ Sr. PLS Interp	Sr Engr	Proj Engr	Staff Engr	Jr Engr	Mid LA	Staff LA	Staff LA	Sr CADD	CA DD	Admin	Jr Scientist	Tech Surv Crew	Total Hours	Value
	Hourly Rates	\$175	\$200	\$145	\$125	\$100	\$90	\$80	\$70	\$117	\$81	\$70	\$95	\$83	\$65	\$75	\$150		
Task 5	60% Construction Plans																	1393	\$ 155,360
5.1	60% Design Phase Dwgs(cover/index/notes)	3				10	8						1					22	\$ 2,340
5.2	Drawing Preparation																		
5.2.1	Demolition Plans	4	4		3	8						12						91	\$ 3,515
5.2.2	Hardscape Plans (including public restrooms)		24									80						104	\$ 10,400
5.2.3	Construction Layout/Staking	4			8	64	8											84	\$ 8,820
5.2.4	Drainage/Grading/Hydro/Profiles/Hydro Analysis	10			8	160												178	\$ 18,750
5.2.5	Utility Plans/Details	8			4	32	16											60	\$ 6,540
5.2.6	Lighting Plans/Electric	4			32	104												140	\$ 15,100
5.2.7	Landscape Plans/Details		32									80						112	\$ 12,000
5.2.8	Irrigation Plans						15	8	8						5			36	\$ 2,875
5.2.9	Bridge Plans		14		18			72					48					152	\$ 15,370
5.2.10	Hardscape Details		8									40						48	\$ 4,400
5.2.11	Civil Construction Details	4			4	12	24											44	\$ 4,560
5.2.12	Erosion Control Plans/Details				4		16	40										60	\$ 5,140
5.2.13	Cost Estimates				8													8	\$ 1,000
5.2.14	Technical Specifications	2	4		24										8			38	\$ 4,670
5.2.15	Coordination Meeting Norfolk Southern and NCDOT		2	34														36	\$ 5,330
5.2.16	Review, Approval and submittal	12	2	8	16	58									2			98	\$ 11,550
5.2.17	City Review Meeting		12	10	8													30	\$ 4,850
5.2.18	VE Workshop		12	10	8													30	\$ 4,850
5.2.19	QA/QC Review		8		8	8												24	\$ 3,400
5.3	Band Commission Workshop/Public Meeting (80% Plan)		30	20	8													58	\$ 9,900
Task 6	90%/100% Construction Plans																	1281	\$ 141,966
6.1	Construction Document Design Phase Dwgs(cover/index/notes)	3			2	2	4						4					15	\$ 1,715
6.1.1	Demolition Plans	4	4		2	4						8						22	\$ 2,710
6.1.2	Hardscape Plans (including public restrooms)		8									80						88	\$ 7,290
6.1.3	Construction Layout/Staking	4			4	12	8						12					40	\$ 4,260
6.1.4	Drainage/Grading/Hydro/Profiles	8			4	28							8					48	\$ 5,460
6.1.5	Utility Plans/Details	8			4	12	8						2					34	\$ 4,010
6.1.6	Lighting Plans/Electric	8			24	64							4					100	\$ 11,155
6.1.7	Landscape Plans/Details		20									80						100	\$ 9,600
6.1.8	Irrigation Plans						40	20	20						10			90	\$ 7,250
6.1.9	Bridge Plans		12		40			34					38					124	\$ 13,738
6.1.10	Hardscape Details		12									48						60	\$ 5,780
6.1.11	Civil Construction Details	8			8		16						32					64	\$ 6,880
6.1.12	Erosion Control Plans/Details				4		16		32									52	\$ 4,180
6.1.13	Cost Estimates				4	4												8	\$ 900
6.1.14	Technical Specifications/Project Manual	14	22		88	16									28			168	\$ 21,350
6.2	Plan Review / Permitting	8	2		16	32							24		2			84	\$ 9,410
6.2.1	Review, Approval and submittal		2	60	8													70	\$ 10,100
6.2.2	Encroachment Permit Documentation/Norfolk Southern/NCDOT		4		4													8	\$ 1,300
6.2.3	City Review Meeting		16	8	22													46	\$ 7,110
6.2.4	100% Document Preparation/Revisions			4	8	8												20	\$ 2,380
6.2.5	QA/QC Review		8		8	8												24	\$ 3,400
6.2.6	Permitting (allow 6 weeks)		4		4	8												16	\$ 2,100
Task 7	Interpretive Plan and Signage																	840	\$ 100,712
7.1	Interpretive Planning/City Council Stakeholder Interviews				60										16			76	\$ 9,540
7.2	Interpretive Program/Analysis and Synthesis				144					24								168	\$ 20,808
7.3	30% Design/Strategies for Interpretive means and methods				160					32					8			200	\$ 24,264
7.4	60% Design/Draft design documents				132					48					8			180	\$ 21,780
7.5	90% Design Documents				80					80								160	\$ 19,360
7.6	100% Bid Documents				40										16			56	\$ 6,040
Task 8	Phasing Plan and Cost Estimates																	93	\$ 11,095
8.1	30% OPC	1			20	4							8					33	\$ 3,835
8.2	60% OPC	2			28	4							8					42	\$ 5,010
8.3	90% OPC	2			12	4												18	\$ 2,250
Task 9	Letting Assistance																	54	\$ 8,950
9.1	Attend Pre-Bid Meeting		20	10	12													42	\$ 6,950
9.2	Issue Bid Addendum		4			4												8	\$ 1,200
9.3	Bid Analysis		4															4	\$ 800
Task 10	Construction Observation																	284	\$ 63,460
10.1	RFI's	12	16		28	40	8											104	\$ 13,520
10.2	Shop Drawing Review	24	8		4	72												108	\$ 13,500
10.3	Record Drawings		16				16					40						72	\$ 7,440
10.4	Site Visits (up to 24)		88		36					40		40							(SEE PAGE 3)
	Contingency (misc. expenses, fees and permits)																		(SEE PAGE 3)
	(Includes items such as anticipated NS review charges, misc. municipal fees, tap fees and charges, NCDOT review charges, etc.)																		
	Reimbursable Expenses																		\$ 29,000
	(Includes items such as travel expenses for mileage, per diem, lodging, mailing, copies and plots, mounting and laminations, etc.)																		
	Total Hours	244	1009	554	1530	1250	485	284	81	322	86	756	608	57	137	80	754	7932	
	Subtotal LUMP SUM Not-To-Exceed Budget	\$ 42,613	\$ 201,780	\$ 80,330	\$ 191,250	\$ 124,960	\$ 43,650	\$ 22,704	\$ 5,670	\$ 37,674	\$ 6,966	\$ 52,920	\$ 57,788	\$ 4,731	\$ 8,905	\$ 6,000	\$ 113,100	TOTAL	\$ 997,971

Amec Foster Wheeler Environment & Infrastructure, Inc.
Consulting Services Cost Estimate

Project: City of Hickory, City Walk Project

Date: August 18, 2016

Task No.	Description	Prin Plnr Engr	Prin LA/ Engr/ QA Prin	PM	Sr Engr/ Sr. PLS Interp	Sr Engr	Proj Engr	Staff Engr	Jr Engr	Mid LA	Staff LA	Staff LA	Sr CADD	CADD	Admin	Jr Scientist	Tech Surv Crew	Total Hours	Value
	Hourly Rates	\$175	\$200	\$145	\$125	\$100	\$90	\$80	\$70	\$117	\$81	\$70	\$95	\$83	\$65	\$75	\$150		

SUBTOTAL ANTICIPATED LUMP SUM NOT-TO-EXCEED BUDGET (from prior page)	\$ 997,971
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UNIT PRICE BUDGET																			
		Contingency Budget																	
	1.5.4	Vacuum Excavation Level A (20 Holes) - Survey Only			Rate = \$250 per test hole, includes only survey (City provides excavation, traffic control and patching/repair)														
	1.6	ROW Document Preparation (up to 12 plats)																	
	10.4	Site Visits (up to 24)			Rate = actual hours required times billing rate per individual														
																		204	\$ 29,580
																		SUBTOTAL UNIT PRICE NOT-TO-EXCEED BUDGET	
																		\$ 47,180	

SUBTOTAL CONTINGENCY NOT-TO-EXCEED BUDGET	\$ 50,000
<small>Contingency (misc. expenses, fees and permits) (includes items such as anticipated NS review charges, misc. municipal fees, tap fees and charges, NCDOT review charges, etc.)</small>	

GRAND TOTAL NOT TO EXCEED BUDGET (Lump Sum + Unit Price + Contingency)	\$ 1,095,151
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EXHIBIT B

TERMS AND CONDITIONS
Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$3,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement.

5. CONTROLLING LAW

This Agreement is to be governed by the state of NC. Jurisdiction and Venue shall lie with the courts of Catawba County, NC.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

Upon payment of all amounts rightfully owed by Owner to the Engineer for services rendered with respect to the Services provided under this Agreement, all plans, drawings, specifications, elements of design, models, reports, submissions, mock-ups and other documents and materials that are produced by the Engineer as part of its performance of such Services hereunder (hereinafter the "Design Documents"), with the exception of those documents that constitute standard details, specifications, and/or other data and/or materials that are regularly used by the Engineer and/or the professional design industry in the normal course of business, shall be deemed to be the property of Owner. Any reuse or modification of such documents for purposes other than those intended by the Engineer shall be at the Owner's sole risk and without liability to the Engineer.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving ten (10) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of

termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments within 30 days in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of receipt by OWNER. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after ten (10) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment may be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

ENGINEER shall comply with NC's e-verify program.

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual

or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER and ENGINEER have evaluated the risks and rewards associated with this project, including ENGINEER'S fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of Engineer (and its related corporations, subconsultants, and employees) to OWNER and third parties granted reliance is limited to its fee, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of ENGINEER's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery. This limitation shall not apply to the extent the damage is paid under Engineer's commercial general liability insurance policy.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party or negligent in the performance of services rendered, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked.

20. PROFESSIONAL LICENSURE

All work shall be sealed by a properly licensed design professional in North Carolina doing business in the state of North Carolina. These shall include but not be limited to: Engineer, Landscape Architect, Surveyor, Architect, Geologist, etc.

21. IRAN DIVESTMENT ACT

By executing this Agreement/Contract, Contractor hereby certifies that Contractor is not listed on the Iran Final Divestment List ("List") created by the State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act ("Act"). In compliance with the Act's requirement and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of this agreement/contract any subcontractor that is identified on the List. The List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and should be updated at least every 180 days.

COUNCIL AGENDA MEMO

To: City Manager's Office
From: Andrea Surratt, Assistant City Manager
Contact Person: Andrea Surratt
Date: August 22, 2016
Re: Contract for Design Services for the 321 Gateway Bond Projects

REQUEST: Request Council review and consider approval of the Design Contract and an associated Budget Amendment to AMEC, Foster, Wheeler in the total lump sum amount of \$32,956.00 for the Highway 321 Gateways at Clement Boulevard and at Highway 70 including \$25,700.00 for design services, \$2,200.00 for Bid Letting Assistance and Construction Site visits, \$1,400 for Regulatory Permits, \$1,800 for Expenses as necessary, and \$1,856 for Uniform Temporary Signage Design.

BACKGROUND: The City of Hickory put forth a \$40M bond referendum for voter consideration in November 2014 that included \$25 million in project funding for street, sidewalk and related pedestrian and transportation improvements as well as \$15 million for economic development. Of the forty million, five million is for the 1764 Business Park. The referendum passed, and the City has begun work to plan for the projects. Three key project areas are being developed by the City of Hickory as part of this bond program, including Streetscape and Gateway improvements, the Riverwalk, the City Walk.

ANALYSIS: The City of Hickory solicited requests for qualifications and conducted an interview process to recommend selection of AMEC Foster Wheeler for the Highway 321 Gateway designs based upon the staff analysis and feedback from the Streetscapes and Gateways Subcommittee. AMEC has developed a program for design of these two key gateways while still creating common design themes that can be incorporated into future gateways, specifically at Lenoir-Rhyne Boulevard and Exit 125 at I-40. Another feature of this contract is the fee (\$1,856) for design and coordination of temporary signage to promote the bond program city wide in multiple locations as projects get underway.

Staff negotiated the contract with AMEC Foster Wheeler including the design fee which is approximately 10% of the construction cost estimate. The Highway 321/Clement Gateway is estimated for \$150,000 and the Highway 321/US 70 Gateway is estimated to be \$100,000 for a total of \$250,000 for these two entry points.

The focus of the designs for both will include communicating our brand and welcoming travelers. For Clement, a baseball option theme could be utilized with the ability for the gateway features to be potentially relocated to a new location upon the eventual widening of Highway 321.

RECOMMENDATION: Staff recommends Council consider Approval of the Design Services Contract and an associated Budget Amendment with AMEC, Foster, Wheeler in the total lump sum amount of \$32,956.00 for the Highway 321 Gateways at Clement Boulevard and at Highway 70.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

☒x

No

☐

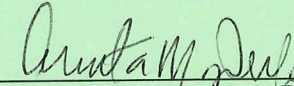
LIST THE EXPENDITURE CODE:

Reviewed by:

A Surratt

Initiating Department Head

Date



Deputy City Attorney, A. Dula

8-22-16

Date

Asst. City Manager, R. Miller

Date



Asst. City Manager, A. Surratt

8/22/16

Date



8-22-16

Date



Purchasing Manager, Bo Weichel

8-22-16

Date

Recommended for approval and placement on _____ Council agenda (as
Consent, Public Hearing, Informational, Department Report, etc).



Interim City Manager, A. Surratt

8/22/16

Date

**AGREEMENT BETWEEN OWNER
AND
(ENGINEERING FIRM)
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of _____, 2016, between the City of Hickory (“OWNER”), with principal offices at 76 North Center Street, Hickory, NC, 28601 and Amec Foster Wheeler Environment and Infrastructure, Inc.), (“ENGINEER”), with principal offices at 4021 Stirrup Creek Drive, Suite 100, Durham, NC 27703 for services in connection with the project known as the City of Hickory US 321 Gateways Project (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consists of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The Terms and Conditions which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached Terms and Conditions.

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of lump sum, summarized as follows:

Subtotal – Design Phase	\$ 25,700.00
Grand Total	\$ 32,956.00

The amount of the lump sum is thirty two thousand nine hundred fifty six Dollars (\$32,956.00).

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A. Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER’S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER’S services are exceeded through no fault of the ENGINEER, such as Acts of God, Delay attributed solely to Owner or unforeseeable delay related to Regulatory Agency, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER’S compensation may be equitably adjusted, as agreed to in writing.

SECTION VI. SPECIAL PROVISIONS

Engineer shall be responsible for paying all fees related to regulatory or other governing authority submittal, review, permitting, etc. These fees shall be requested as a reimbursement from the City at the direct cost with no markup.

City of Hickory
"OWNER"

BY: _____

NAME: Rudy Wright

TITLE: Mayor

ADDRESS: PO Box 398
Hickory, NC 28603

Amec Foster Wheeler Environment and
Infrastructure, Inc.
"ENGINEER"

BY: _____

NAME: Harold Thurston

TITLE: Associate

ADDRESS: 4021 Stirrup Creek Drive,
St 100
Durham, NC 27703

This instrument has been preaudited
in the manner required by the Local
Government Budget and Fiscal
Control Act.



City of Hickory
Finance Officer

EXHIBIT A

SCOPE OF SERVICES

US 321 Gateways Project

It is our understanding that the City of Hickory plans to develop gateway enhancements on US 321 in two locations under this contract (at US 70 and at Clement Boulevard). Project deliverables will include but not be limited to: surveying, subsurface utility engineering, Right-of-Way (ROW) documentations, permit applications, budgeting and scheduling, landscape architecture and engineering construction drawings, technical specifications, bidding assistance, response to RFI's and document/design interpretations during construction, and site visits. During the plan development process the team will also meet with City staff and officials, the Bond Commission and subcommittees, make presentations as necessary, document all meetings and provide a digital platform using SharePoint for communication and sharing of drawings.

There are a handful of important issues to be addressed during the design process. Those appearing to be most significant include the following listed below:

- ▶ Bond Commission, subcommittee and city management engagement;
- ▶ Planning for the agency coordination and approvals including utility companies and NCDOT;
- ▶ Accurate cost estimating for budget management.

a. Technical Approach

Areas of Focus. Listed below are the areas of focus for development of gateway projects.

- ▶ Art/sculpture, including long term maintenance
- ▶ Lighting
- ▶ Signage/environmental graphics
- ▶ Landscape aesthetics
- ▶ Landscape maintenance

Assessment. As part of the process, the project team will conduct a visual survey of each gateway. This visual survey will include a photographic inventory of physical and visual features, aesthetics, viewsheds, drainage, safety, and related site conditions along the highway and road corridors. The visual survey will be presented to City staff for discussion and analysis.

Review of Current Regulations/Guidelines/Manuals. Amec Foster Wheeler will review and evaluate existing NCDOT regulations and manuals (including the Arts Policy) to identify issues pertaining to art, lighting, signage, landscape, aesthetics and use. During the course of this review, specific attention will be given to safety and maintenance issues. Identification of areas of concern will be identified during this phase that may affect the development of gateway plans.

Survey. Survey information necessary to design this project will be provided by our staff. NCDOT standards for surveying services will be utilized. Any additional information such as ROW and underground utilities will also be provided by the survey team. Our staff will provide the field survey with the data necessary for securing ROW as may be needed to complete the gateways. The survey will include a minimum of 20 feet on either side of the ROW of identified gateway target area. The survey will include property lines, names of businesses/property owners, ROW lines, existing contour elevations, DOT mileposts, posted speed limit, signage, billboards, width of roadway pavement, lane widths, direction of travel, edge of pavement, drainage features and structures, above and below ground utilities and trees 4 inches caliper and larger.

Quality Level B – SUE Investigation. Scope to include: Notice to one call centers, Site Walk, Utility Records Review, Coordination with Utility Owners, location of underground utilities using methods such as ground penetrating radar (GPR) or electromagnetic surveys (EM) preparation of drawings, and Final Drawing Review.

ROW Document Preparation. Amec Foster Wheeler will identify existing right of way limits from deed records and research and prepare ROW maps. After the 30% Design Phase is complete, ROW needs will be identified and ROW issues that can be resolved in the design phase of work will be identified and resolved with assistance from the city. Final right-of-way plans will be prepared immediately after approval to begin the Construction Documents Phase.

Visioning Workshop with Bond Commission and subcommittee members. To kick-off the Design Process, the Amec Foster Wheeler team will conduct a “Visual Preference Survey” for the Bond Commission and the appropriate subcommittees. The survey will include photo documentation of up to 100 images of gateways, signage, lighting, landscape, and sculpture. The survey will be tabulated and the results shared with the Bond Commission. The results of the survey will assist the team in focusing the design process for the project and ensuring outcomes consistent with the Bond Commission, subcommittee and City expectations.

Small Group Workshop. An important component of the process will be interviews with the Bond Commission subcommittee members. Local knowledge will be essential to insure a successful gateway design and construction program. Amec Foster Wheeler will host a workshop that will include break-out tables for small group discussion. Amec Foster Wheeler will provide a facilitator for each discussion table. Input gathered during the small group workshop will be summarized in a guidance memo and issued to the Bond Commission and the City for review and comment.

Conceptual Design. Concurrent to these two workshops, a preliminary assessment analysis will be developed as baseline information including all data gathered from existing documents on file at NCDOT as well as current survey data and environmental data. The Amec Foster Wheeler team will identify opportunities and constraints within the project area and discuss how they impact the basis for design. Based on information from the two workshops, prepare conceptual designs which include thematic elements for use in the City’s overall gateway plan, including preparation of a minimum of three schematic plans with one plan being baseball themed for the Clement Blvd site (presented as scaled color rendered plans and sketches) for each gateway site. Conceptual “sketch” plans will be presented as color rendered plan, elevation and free-hand drawings illustrating gateway materials, scale, and the relationship to the roadway. This will be presented to City Staff and NCDOT, then Streetscapes Sub-Committee. A preferred alternative will be identified from the three options which will be carried forward to 30% plan preparation.

30% Design Phase. The 30% design plans will be prepared following requirements for NCDOT’s approval. This step in the process allows for the refinement of the conceptual designs, which can be reviewed and revised following input. The 30% design will detail sufficient information to submit to utility companies and to assess potential right of way issues. Amec Foster Wheeler will coordinate with NCDOT and DEQ to establish encroachment permitting and requirements necessary for issuance of a land disturbance permit prior to finalizing the project’s construction plans

The 30% design drawings will encompass the following tasks: Horizontal locations determined for proposed art/sculpture, signage, lighting and landscape; Construction limits identified; Preliminary drainage; Preliminary erosion control design; Construction staging outlined; Utility plan coordination with utility companies; ROW Plans including existing and proposed right-of-way lines, property lines, owner names, and proposed easements; Trees to be protected and proposed tree planting identified and located. Special details for planting developed. The design will be accomplished in compliance with all

applicable NCDOT guidelines, the AASHTO Green Book and NCDOT Standard Specifications and Details. Design consideration will include the future NCDOT US 321 widening project and its impact on the Clement Boulevard Gateway site.

After 30% design is complete, ROW needs will be identified and ROW issues that can be resolved in the design phase of work will be identified and resolved with input from the City.

Final Document Preparation (60%, 90% and 100% Plans and Specifications). Amec Foster Wheeler will prepare the final design and construction documents for art/sculpture, signage, lighting and landscape. The construction drawings will encompass the tasks outlined in Preliminary Design and the following: utility location plans as coordinated with the affected utility companies; Grading and drainage plan if applicable; Detailed Cost Estimate. Final right of way plans will be prepared immediately after Amec Foster Wheeler receives notice to begin the Final Plans Phase. Amec Foster Wheeler will use NCDOT requirements to prepare the plans.

A project manual will be prepared and will include but not be limited to the following: Bidding requirements will be drafted per City requirements and coordinated with the NCDOT standards; Contract requirements as coordinated with NCDOT; General requirements as coordinated with NCDOT; and Technical specifications.

Estimate of Probable Cost. Each submittal during Conceptual, 30%, 60%, 90% and Final Document preparation will include an estimate of probable cost, including base bid and add alternates.

Letting Assistance and Construction. A representative of Amec Foster Wheeler will attend and assist in a pre-bid meeting including answering questions regarding the contract documents. Amec Foster Wheeler will assist the City in issuing an addendum during bidding, if necessary and will assist in analyzing bids. During construction Amec Foster Wheeler will respond to the contractor's requests for information

b. Review/Approval. Design drawings will be issued to the City for review, comment, and approval based upon the following schedule:

30% Design Phase Drawings

30% Design Phase review by City

40% Design Drawings submittal for Bond Commission update

60% Construction Drawings

60% Construction Drawings and specifications review by City

80% Construction Drawings submittal for Bond Commission update

90% Construction Drawings and specifications submittal for City Review, Building permits review, NCDOT review

100% Construction Drawings and specifications for Bidding

The construction plans will be issued for review and comment by City Staff and Streetscapes Sub-Committee and then review, comment, and approval by NCDOT and Catawba County Building Inspections at 90% completion. The 90% completion set will be issued for permitting. Revisions will be made to the plans based on comments received from NCDOT. Copies of the final plan package and bids documents will be provided to the City and NCDOT.

c. Uniform Temporary Signage Design

In order to assist the City with public communication of pending activities, Amec Foster Wheeler will prepare graphics and content for use in the placement of uniform temporary signage that can be utilized at all Bond project locations.

Summary

Technical Approach Tasks

- Assessment (includes a visual survey of each gateway)
 - Review of Current Regulation/Guidelines/Manuals (local ordinances, NCDOT Policies, etc...)
 - Survey and Quality Level B SUE Investigation
 - ROW Document Preparation

- Conceptual Design (sketch graphics as needed to convey intent for three conceptual designs)
 - Estimate of Probable Cost

- 30% Design
 - Estimate of Probable Cost
 - Review/Approval

40% Bond Commission/Subcommittee Meeting

- 60% Design
 - Estimate of Probable Cost
 - Review/Approval

80% Bond Commission/Subcommittee Meeting

- 90% Drawings and specifications and cost estimate
 - Estimate of Probable Cost
 - Review/Approval

- Final Document Preparation (must meet NCDOT requirements)
 - Estimate of Probable Cost
 - Review and Approval (submit a 90% set for review)
 - 100% Drawings and specifications

Letting Assistance and Construction (Pre-bid meeting and RFI's)

Regulatory Permitting and Approvals

- Joint Plan Review Meeting
- NCDOT Encroachment Permit

SCHEDULE

Assumed Notice to Proceed	September 7, 2016
30% Design Phase Drawings	October, 2016
30% Design Phase review by City	October 2016
40% Design Drawings submittal for Bond Commission update	November 2016
60% Construction Drawings	January 2017
60% Construction Drawings and specifications review by City	January 2017
80% Construction Drawings for Bond Commission update	February 2017
90% Construction Drawings and specifications submittal for City Review, Building permits review, NCDOT review	April 2017
100% Construction Drawings and specifications for Bidding	May 2017

COST PROPOSAL

Technical Approach Tasks	
Assessment (includes a visual survey of each gateway)	\$ 600
Review of Current Regulation/Guidelines/Manuals	\$ 1,200
Survey	\$ 2,800
Quality Level B SUE Investigation	\$ 2,200
ROW Document Preparation	\$ 1,400
Vision Workshop, Small Group Workshop	\$ 2,500
Conceptual Design (sketch graphics as needed to convey intent Three options for each location) Review/Approval Estimate of Probable Cost	\$ 5,400
30% Design / 40% Submittal Estimate of Probable Cost Review/Approval Bond Commission	\$ 3,000
60% Design / 80% Submittal Estimate of Probable Cost Review/Approval Bond Commission	\$ 3,500
90% & 100% Final Document Preparation Estimate of Probable Cost Review and Approval (submit a 90% set for review)	\$ 3,100
SUBTOTAL – DESIGN	\$25,700
Letting Assistance and Construction (Pre-bid meeting, RFI's, 2 Site Visits)	\$ 2,200
Uniform Temporary Signage Design	\$ 1,856
Regulatory Permitting and Approvals Joint Plan Review Meeting NCDOT Coordination (2 meetings) and DOT & DEQ permits	\$ 600 \$ 800
Expenses (Mileage, per diem, etc)	\$ 1,800
GRAND TOTAL - Project Total Lump Sum Fee Estimate	\$32,956

EXHIBIT B

TERMS AND CONDITIONS

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$3,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement.

5. CONTROLLING LAW

This Agreement is to be governed by the state of NC. Jurisdiction and Venue shall lie with the courts of Catawba County, NC.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

Upon payment of all amounts rightfully owed by Owner to the Engineer for services rendered with respect to the Services provided under this Agreement, all plans, drawings, specifications, elements of design, models, reports, submissions, mock-ups and other documents and materials that are produced by the Engineer as part of its performance of such Services hereunder (hereinafter the "Design Documents"), with the exception of those documents that constitute standard details, specifications, and/or other data and/or materials that are regularly used by the Engineer and/or the professional design industry in the normal course of business, shall be deemed to be the property of Owner. Any reuse or modification of such documents for purposes other than those intended by the Engineer shall be at the Owner's sole risk and without liability to the Engineer.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving ten (10) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of

termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments within 30 days in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of receipt by OWNER. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after ten (10) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment may be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

ENGINEER shall comply with NC's e-verify program.

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual

or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER and ENGINEER have evaluated the risks and rewards associated with this project, including ENGINEER'S fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of Engineer (and its related corporations, subconsultants, and employees) to OWNER and third parties granted reliance is limited to its fee, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of ENGINEER's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery. This limitation shall not apply to the extent the damage is paid under Engineer's commercial general liability insurance policy.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party or negligent in the performance of services rendered, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked.

20. PROFESSIONAL LICENSURE

All work shall be sealed by a properly licensed design professional in North Carolina doing business in the state of North Carolina. These shall include but not be limited to: Engineer, Landscape Architect, Surveyor, Architect, Geologist, etc.

21. IRAN DIVESTMENT ACT

By executing this Agreement/Contract, Contractor hereby certifies that Contractor is not listed on the Iran Final Divestment List ("List") created by the State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act ("Act"). In compliance with the Act's requirement and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of this agreement/contract any subcontractor that is identified on the List. The List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and should be updated at least every 180 days.

COUNCIL AGENDA MEMOS

To: City Council
From City Manager's Office
Date: 8/19/16
Re: Settlement of Lawsuit

REQUEST: Staff recommends approval of a settlement agreement with Willie Grimes in the amount of \$3,250,000, of which the City will pay \$2,250,650. A budget amendment for this amount is also requested from General Fund Balance. The City's insurance carrier, National Casualty, will be responsible for the balance owed of \$999,350.

BACKGROUND: In July 1988, Willie Grimes was convicted and sentenced to life plus nine years for the October 1987 rape and kidnaping of Carrie Lee Elliot. Mr. Grimes subsequently spent 24 years in prison. In 2003, the North Carolina Center for Actual Innocence reviewed the case. The Center is a nonprofit organization which oversees Innocence Projects® at North Carolina law schools and provides legal services to indigent, unrepresented North Carolina inmates claiming factual innocence. The Center alleges that from 2003 to 2007 it asked HPD to provide evidence from the case and was repeatedly told there was no evidence from the case. In 2007, the Center referred the case to the North Carolina Innocence Inquiry Commission. The Commission is a state agency created by the General Assembly to investigate and evaluate post-conviction claims of factual innocence. In late 2011, the Commission requested and was provided a latent finger print card from the case by the Hickory Police Department. The latent prints did not match Grimes' prints. In April 2012, the Commission held a hearing and unanimously voted there was sufficient evidence to refer the case to a three-judge panel. In October 2012, the three-judge panel was held in Catawba County. The panel ruled that Mr. Grimes had proven his innocence by clear and convincing evidence. The charges were dismissed and Mr. Grimes was exonerated.

In October 2014, Mr. Grimes filed a lawsuit against the City of Hickory, former Chief Floyd Lucas, former officers Steve Hunt and Steve Bryant, and current chief, Tom Adkins. The complaint alleges that Grimes' U.S. Constitutional rights and North Carolina Constitutional rights were violated by the defendants' actions. The complaint specifically alleges that due to wrongful acts, omissions, and misconduct of the city and other defendants, Grimes was falsely arrested and wrongfully tried for the rape. The complaint also alleges that due to the city and other defendants' negligence, Grimes was denied access to evidence that would have led to his earlier exoneration and release from prison. Grimes is seeking compensatory and punitive damages, attorneys' fees, litigation expenses, court costs, and a jury trial.

ANALYSIS: The City, Lucas, Hunt, and Bryant are being represented by the firm of Martineau and King which was selected by Scottsdale/National Casualty Insurance Company, which was the city's carrier in 1987 and 1988. Patrick Flanagan, of Cranfill, Sumner and Hartzog, is separately representing Tom Adkins. *The city is funding his defense as the city's insurance carrier at the time Tom became chief in 2007 has denied coverage for him. This past fall, National Casualty made an offer of approximately 1 million dollars to settle the case; Grimes' rejected that offer. His counsel mentioned a starting figure of 10 million dollars to possibly settle the case. The case is slated for trial in January 2017 if no agreement is reached.

In June and August of 2016, Plaintiffs and Defendants mediated the case and reached a proposed settlement. The proposed general release and agreement releases all Defendants (City of Hickory; Floyd Lucas, in his official and individual capacities; Tom Adkins, in his official and individual capacities; Steve Hunt, in his official and individual capacities; and Steve Bryant, in his official and individual capacities). In consideration for the release, the City will pay \$3,250,000 to the Plaintiff and his attorneys. The City will also continue pursuing the declaratory judgment action against the named insurers who may have a duty to defend or provide coverage in the case. Should the City prevail on its claim, the City will pay the Plaintiff 80% of any recovered damages.

RECOMMENDATION: Staff recommends approval of a settlement agreement with Willie Grimes in the amount of \$3,250,000, of which the City will pay \$2,250,650. A budget amendment for this amount is also requested from General Fund Balance. The City's insurance carrier, National Casualty, will be responsible for the balance owed of \$999,350.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes
☒

No
☐

LIST THE EXPENDITURE CODE:

010-4700-513.46-01

Reviewed by:

Initiating Department Head

Rodney Miller
Asst. City Manager Rodney Miller

Date

8-19-16
Date

Melissa Miller
Finance Officer, Melissa Miller

8-22-16
Date

Date

Deputy City Attorney, A. Dula

A. Dula
Asst. City Manager, A. Surratt

Date

8-22-16
Date

Bo Weichel
Purchasing Manager, Bo Weichel

8-22-16
Date

Recommended for approval and placement on _____ Council agenda (as
Consent, Public Hearing, Informational, Department Report, etc).

M. Berry
City Manager, M. Berry

8/22/16
Date

AGENDA ITEM V

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Dave Leonetti, Community Development Manager, Planning Department

Contact Person: Dave Leonetti, Community Development Manager

Date: August 18, 2016

Re: Accept Downtown Revitalization Grant Funding from NC Department of Commerce

REQUEST

Accept a Downtown Revitalization Grant from the Rural Economic Development Division of the NC Department of Commerce

BACKGROUND

The Rural Economic Development Division of the North Carolina Department of Commerce offers grant funding to Main Street Communities to assist with downtown revitalization projects. The City of Hickory has been selected to receive \$94,340. It is anticipated that this funding will be used to upgrade lighting in the downtown area.

ANALYSIS

As part of downtown revitalization efforts related to the Citywalk and other modernization efforts related to its downtown lighting, the City has been investigating replacing mercury vapor and high pressure sodium street and parking lot lights with a combination of LED tear drop style fixtures and LED cobra head fixtures. The new fixtures would provide an appearance improvement and be more energy efficient than the current fixtures.

Most of the street light fixtures are owned by Duke Energy. The City is charged a monthly rate based on the type of fixture. Converting these to a tear drop fixture, will also require an additional up-front charge because of the more expensive cost of the decorative lamp. The mercury vapor fixtures are generally being phased out by Duke Energy. In this case, the City would only need to pay the difference in cost between the non-decorative fixture and the decorative lamp. Fixtures within parking lots are generally owned by the City and the city pays a monthly bill based on electricity usage. The City will retrofit or replace these fixtures using existing poles.

This grant aims to convert as many of the fixtures in the downtown area as possible to the LED tear drop style fixtures. If conversion of all fixtures is not possible, the most visible areas will be converted first. Remaining areas will be converted to LED cobra head fixtures. If funds allow, poles will also be painted black in order to be consistent with City design guidelines for public spaces. The project will improve the uniformity in type and wattage of fixtures, which will increase safety by providing better and more consistent illumination in the downtown area.

RECOMMENDATION

Staff recommends that City Council accept the Downtown Revitalization funding from the NC Department of Commerce in the amount of \$94,340.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes
☒

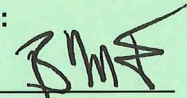
No
☐

LIST THE EXPENDITURE CODE:

A grant project ordinance will be required to budget the funds.

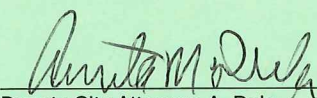
Reviewed by:

Brian Frazier
Initiating Department Head



8/18/16
Date

Deputy City Attorney, A. Dula



Date

8-22-16

Asst. City Manager Rodney Miller

Date

Asst. City Manager, A. Surratt



Date

8/22/16

Finance Officer, Melissa Miller

Date

Purchasing Manager, Bo Weichel



Date

8-22-16

Recommended for approval and placement on _____ Council agenda (as
Consent, Public Hearing, Informational, Department Report, etc).

Interim City Manager, A. Surratt



Date

8/22/16



Rural Economic Development
COMMERCE

2016-2017
Downtown Revitalization
Proposal Package

Downtown revitalization projects in specified communities are authorized under NC Session Law 2016-94 Section 15.12 (a) and (b). The Rural Economic Development Division of the North Carolina Department of Commerce, will administer a total of five million, seven hundred twenty-five thousand, twenty dollars (\$5,725,020) in nonrecurring funds for the 2016-2017 fiscal year.

Recommended Expenditures

Downtown revitalization projects can include:

- Planning costs that will produce a final plan for physical improvements, including architectural and engineering design;
- Streetscape design and implementation;
- Public infrastructure including water, sewer, electric, lighting, sidewalk, traffic, road and/or digital infrastructure improvements;
- Façade or building improvements;
- Wayfinding signage; or
- Art or cultural installations.

Acceptable expenses include labor and materials necessary to carry out downtown revitalization projects. Operational expenses including salary or wages for municipal employees and/or food, refreshment and entertainment expenses are not allowable. Downtown revitalization projects should be completed by March 31, 2017. For multi-phased projects, the phase of the activity/project that is funded with Downtown Revitalization funds should be completed by March 31, 2017.

Funding Distribution Timeline

- By August 1, 2016: The Department of Commerce will alert all eligible communities of available funding for downtown revitalization.
- By September 1, 2016: Municipal governments should complete the proposal document outlining proposed activities, estimated expenses and expected outcomes, included below and found at www.nccommerce.com/rd.
- By October 1, 2016: The Department of Commerce will issue contract documents to the municipal governments.
- Upon receipt of signed contract documents from the municipal governments, the Department of Commerce will issue a check in the full amount of the grant, with the stipulation that the funds be spent as proposed and a final report be submitted.
- By March 31, 2017: Municipal governments should submit a final report (format enclosed with contract documents) detailing how the funds were spent and the outcomes of the project.

Proposals should be submitted no later than September 1, 2016 and addressed to:

Melody Adams, Director, Rural Grant Programs
North Carolina Department of Commerce, Rural Economic Development Division
301 N. Wilmington Street (For Overnight Delivery Services)
4301 Mail Service Center (For US Postal Service)
Raleigh, NC 27699

2016-2017 Downtown Revitalization Proposal Form

Municipality Information

Legal Name of Municipality: City of Hickory County: Catawba Tier # 2

Name of Chief Elected Official: Rudy Wright Title: Mayor

Mailing Address: PO Box 398 Street Address: 76 NC Center Street

City: Hickory State: NC Zip: 28603

Primary Telephone(s): (828) 323-7412 Fax: (828) 323-7550

Email: rudy@asigncohickory.com Federal Tax ID #: 56-6001244

Municipality Project Contact:

Name: David Leonetti Title: Community Development Manager

Primary Telephone: (828) 261-2227 Email: dleonetti@hickorync.gov

Grant Administrator (if applicable) N/A

Mailing Address: Street Address:

City: State: Zip:

Name: Title:

Primary Telephone: Fax:

Email: Federal Tax ID #:

Project Information

Project Title: Downtown Lighting Improvement Project

- 1

Provide a description of the downtown revitalization project/activity to be funded by the grant.

The City of Hickory plans to work with Duke Energy to replace mercury vapor and high pressure sodium street and parking lot lights with a combination of LED tear drop style fixtures and LED cobra head fixtures. The new fixtures would provide an appearance improvement and be more energy efficient than the current fixtures. Most of the street light fixtures are owned by Duke Energy. The City is charged a monthly rate based on the type of fixture. Converting these to a tear drop fixture, will also require an additional up-front charge because of the more expensive cost of the decorative lamp. The mercury vapor fixtures are generally being phased out by Duke Energy. In this case, the City would only need to pay the difference in cost between the non-decorative fixture and the decorative lamp. Fixtures within parking lots are generally owned by the City and the city pays a monthly bill based on electricity usage. The City will retrofit or replace these fixtures using existing poles. This grant aims to convert as many of the fixtures in the downtown area as possible to the LED tear drop style fixtures. If conversion of all fixtures is not possible, the most visible areas will be converted first. Remaining areas will be converted to LED cobra head fixtures. If funds allow, poles will also be painted black in order to be consistent with City design guidelines for public spaces.
2.

Provide a description of the proposed outcomes of the downtown revitalization project/activity.

It is the City's hope that the project will improve the appearance of downtown by installing more uniform lighting fixtures. The current fixtures are a mix of high pressure sodium and mercury vapor type lights. In addition fixture styles vary from shoebox to cobra head. The project aims to improve safety by providing better and more consistent illumination in the downtown area.

3.

Provide a timeline for the implementation of the downtown revitalization project/activity.

Staff has been talking with Duke Energy regarding lighting options and costs, and the City hopes to have cost information by the end of August. Installation of new fixtures and the painting of the light poles will take place in fall/early winter 2016. Staff does not anticipate issues completing the project prior to the March deadline unless significant delays occur in the manufacture and delivery of the light fixtures, which leads to winter installation that could be subject to weather delays.
4.

Include printed photos of the area where the project/activity will take place and provide a description of the photos below.

The attached photos show the existing fixtures and one of the decorative tear-drop fixtures that has been installed as part of a pilot project to help show the potential impact of the decorative fixtures.

Photo 1: Cobra head fixtures on First Avenue NW facing East; Photo 2: Example of decorative tear drop fixture;
Photo 3: Example of cobra head fixture; Photo 4: Example of shoe box fixture style number 1;
Photo 5: Shoe box fixtures in N Center Street Parking Lot; Photo 6: Example of shoe box style number 2;
Photo 7: Shoebox fixtures in Union Square; Photo 8: Shoe box fixtures on 3rd Street NW;
Photo 9: Cobra head fixtures on 1st Avenue NW facing West; Photo 10: Double shoebox fixture on 1st Avenue NW

Applicant Certifications

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

- 1

as Authorized Representative, the signatory has been authorized to file this application;
- 2

that the governing body or agrees that if a grant is awarded, the applicant will provide proper and timely submittal of all documentation requested by the Grantor Agency;
- 3

that the applicant has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project; and
- 4

that as of the date listed below, the applicant is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer's Office site: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.

Signature of Chief Elected Official or Authorized Representative

Rudy Wright

Typed Name

Mayor

Typed Title

August 25, 2016

Date

Proposals should be submitted no later than September 1, 2016 and addressed to:

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North Carolina Department of Commerce, Rural Economic Development Division
301 N. Wilmington Street (For Overnight Delivery Services)
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Raleigh, NC 27699

#1



#2



#3



#4



#5



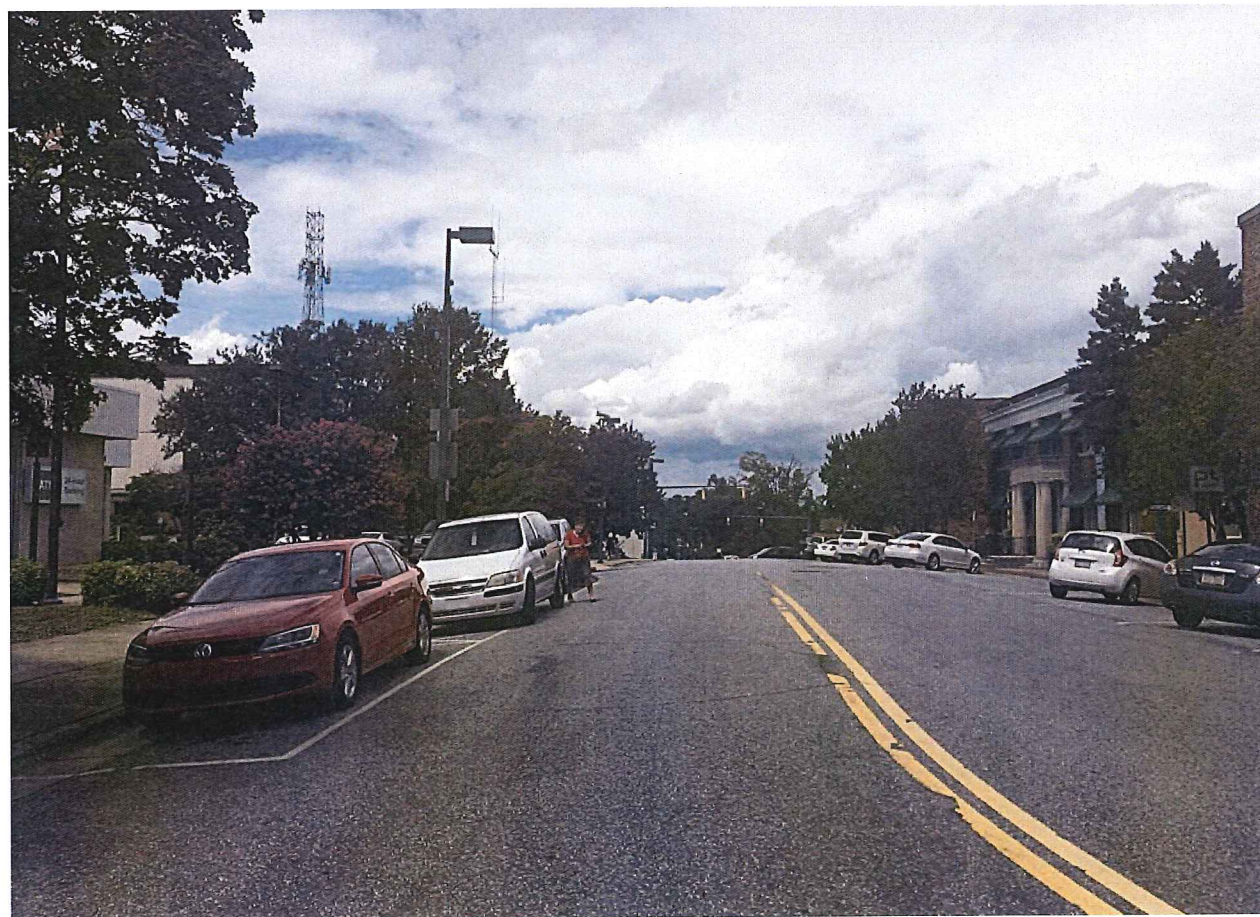
#6



#7



#8



#9



#10



Budget Revision #5 is needed for the following reasons:

1. To appropriate \$2,250,650 from General Fund Balance for the City’s portion of the Willie Grimes settlement. Total cost of the settlement was \$3,250,000. Of this total, \$999,350 will be covered by the City’s insurance with the balance of \$2,250,650 to be paid by the City of Hickory.
2. To establish Capital Project Ordinance #B1C001 for the Citywalk project. The initial funding allocation of \$1,095,151 is for the Design portion of the project through contract with Amec Foster Wheeler.
3. To establish Capital Project Ordinance #B1G001 for the Gateways project. The initial funding allocation of \$32,956 is for the Design services contract with Amec Foster Wheeler.

BUDGET REVISION # 5

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statutes 159.15 and 159.13.2, the following revision be made to the annual budget ordinance for the fiscal year ending June 30, 2017 and for the duration of the Project Ordinances noted herein.

SECTION 1. To amend the General Fund within the FY 2016-17 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Government	2,250,650	
Other Financing Uses	1,128,107	
TOTAL	3,378,757	-

To provide funding for the above, the General Fund revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	3,378,757	
TOTAL	3,378,757	-

SECTION 2. To adopt Capital Project #B1C001, "Citywalk", the expenditures shall be established as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	1,095,151	
TOTAL	1,095,151	-

To establish the Project revenues for the above, the revenues will be budgeted as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	1,095,151	
TOTAL	1,095,151	-

SECTION 3. To adopt Capital Project #B1G001, "Gateways", the expenditures shall be established as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	32,956	
TOTAL	32,956	-

To establish the Project revenues for the above, the revenues will be budgeted as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	32,956	
TOTAL	32,956	-

SECTION 4. Copies of the budget revision shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for their direction.

Adopted this ____ day of _____, 2016

Mayor

Clerk

**CITY OF HICKORY
CAPITAL PROJECT ORDINANCE
Citywalk**

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted for the duration of the project.

- SECTION 1.** The project authorization is Citywalk.
- SECTION 2.** The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION 3. The following revenues are anticipated to be available to complete the project:

Other Financing Sources:	
General Fund – General Government	<u>\$1,095,151</u>
Total	\$1,095,151

SECTION 4. The following amounts are appropriated for the project:

General Capital Project:	
Design	<u>\$1,095,151</u>
Total	\$1,095,151

SECTION 5. Copies of this capital project ordinance shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for direction.

Adopted this the ____ day _____, 2016.

Mayor

Clerk

**CITY OF HICKORY
CAPITAL PROJECT ORDINANCE
Gateways**

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted for the duration of the project.

SECTION 1. The project authorization is Gateways.

SECTION 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION 3. The following revenues are anticipated to be available to complete the project:

Other Financing Sources:	
General Fund – General Government	<u>\$ 32,956</u>
Total	\$ 32,956

SECTION 4. The following amounts are appropriated for the project:

General Capital Project:	
Design	<u>\$ 32,956</u>
Total	\$ 32,956

SECTION 5. Copies of this capital project ordinance shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for direction.

Adopted this the ____ day _____, 2016.

Mayor

Clerk